

## ARTICLE 4 RIGHTS OF MEMBERS

### A. Personnel Files

1. There shall be one official personnel file designated by the District for each member. This file shall be located in the District Administration Office. The personnel file is confidential and access to it shall be limited to individuals as permitted in accordance with Oregon statutes, Oregon Administrative Rules and District policy.
2. If the District receives a request from a parent for information about the professional qualifications of a member, the District shall only provide the information required by state or federal law. The District will notify the member, the Association president(s) and the OEA UniServ consultant within three (3) working days about any request for information about the member's qualifications. The District may use e-mail to notify.
3. Members will have the right upon request to review the contents of their personnel files except references from previous employers, placement files and other documents excluded by law. The member will have the right to have representation present during such review and may make copies of such file contents at the member's expense. A copy of any disciplinary material will be given to the member at the time it is placed in the file. The member will have the right to respond within sixty (60) days in writing to documents placed in the file. Material not maintained by the District in accordance with this Section shall be considered a grievable matter.
4. Any disciplinary document written by the administration that is placed in the member's personnel file will include the notation "cc: Personnel File" and will bear the member's signature acknowledging that he/she has received a copy of the document. Such a document will not be written before following procedures outlined in Section B.
5. Disciplinary material (i.e., warnings, reprimands, or suspension actions), evaluations, observation forms or written complaints which have not been given to the member will not be used by the District as a basis for disciplinary action.
6. All written documents and communications that are part of the grievance record, as introduced by either party, shall be placed in a separate file and shall not be added to the personnel file of any member in the District.
7. Confidentiality

All employee personnel records shall be considered confidential and access to those records shall be permitted only to:

- a. administrators and other District employees who have a legitimate need for information in the personnel file;
- b. the employee who is the subject of the personnel file;
- c. those individuals or organizations to which the employee specifically authorizes the release of such records; and
- d. designated agents and/or representatives of the District who have a legitimate need for information in the personnel file.

Administrative files and investigatory files regarding allegations of misconduct are considered personnel files for purposes of the confidentiality provisions of this section.

B. Representation

1. When an administrator determines that he/she must call a meeting to investigate allegations made against a member, or for disciplinary purposes, he/she shall notify the member in writing of the nature of the meeting and the member's right to representation. The member may seek representation, taking no more than two (2) working days to obtain an appropriate representative to attend the meeting if for disciplinary purposes, or to secure representation prior to the commencement of the following student day, for a meeting to investigate a serious allegation.
2. When, in the course of a meeting between a member and administrator, the administrator determines events are occurring, or facts becoming known, which could potentially result in disciplinary action, that administrator shall immediately advise the member that he/she has the right to representation and then schedule a separate meeting with prior notice to the member so the member can arrange representation.

C. Discipline of Members

Unless necessary because of safety concerns or to ensure the orderly operation of the school, discipline of a member by a District representative shall be made in private (without parents, students, members, or other members of the public being present). The member shall retain the right to have Council representatives present.

D. Non-Reprisal

The District agrees not to coerce, restrain, interfere with, or otherwise take reprisals against any member for the exercise of rights guaranteed by this Agreement.

E. Nondiscrimination

The District and the Council agree they shall not discriminate in the application of this agreement because of: age, race, religion, gender, transgender, marital status, national origin, disability, sexual orientation, ethnic background, union activity or membership or non-membership in the Council. The provisions of this Section shall be subject to the grievance procedure included in this agreement as Article 6 up to and including Level Three. The decision at this level shall be final and binding on the parties. Any other remedy must be sought through an appropriate agency or court of competent jurisdiction.

F. Right to Organize

All members shall have the right to organize and engage in GBEA and ECBC activities insofar as the activities do not occur during the contract day, excluding members' duty-free lunch, or unless otherwise allowed by terms of this contract.

G. Evaluation of Students

The member shall maintain the responsibility to determine grades and other evaluations of students. In the event a grade or evaluation is changed without the member's consent, the District's record shall reflect the change and the fact that it was affected without the consent of the member.

H. News Releases

Information regarding a member's pending suspension or dismissal case will not be made available to the news media unless the information is a matter of public record.

I. Just Cause

1. No member shall be disciplined without just cause, ~~however, the Fair Dismissal Law shall provide the exclusive procedure with respect to the dismissal or non-extension of a contract member and the exclusive grounds for appeal of such dismissal or non-extension.~~
2. ~~This Article does not modify the Board's rights under the provisions of ORS 342.835 to discharge, remove or refuse to renew the contract of a probationary member for any cause deemed in good faith sufficient by the Board.~~
3. Evaluations, assignments to or retention in any extra duty assignments are excluded from the binding arbitration provisions of Article 6. However, the District will not arbitrarily remove a member from an extra duty assignment during the term of the assignment.

J. Video Surveillance

Acknowledging the primary purpose of video surveillance is to ensure the health, welfare and safety of all members, students and visitors to district property and to safeguard district facilities and equipment, the District and Association agree as follows:

1. Video cameras may be used as deemed appropriate by the Superintendent.
2. The District shall notify members that video surveillance may occur on district property before such surveillance is initiated.
3. Video surveillance shall not be used by the administrator in the evaluation of members except at the member's request.
4. Video, images, and/or audio footage obtained without the consent of the member may only be used for disciplinary purposes in accordance with just cause (Article 4 section I).

K. Student performance on state or federal required tests shall not serve as a sole basis for:

1. Involuntary transfer of a member;
2. Placement of a member on a Program of Assistance for Improvement;
3. Determination of competence for purposes of layoff and recall;
4. Disciplinary action against a member (up to and including termination of employment).

Test scores and assessments will not be placed in the personnel file except to the extent that they are referenced and/or included in the teacher's evaluation or electronic evaluation file.

ARTICLE 5  
PERSONAL AND ACADEMIC FREEDOM

- A. The personal life of a member is not an appropriate concern of the District so long as it does not interfere with the member's contractual work responsibilities. **The personal postings by a member on any social media account or on any publically available website that are not a violation of TSPC standards or state law, are not an appropriate concern of the District.**
- B. The Council and the District acknowledge the fundamental need to protect members from any censorship or restraint that might interfere with their obligation to perform their prescribed teaching functions. Therefore, members shall be protected in the use of controversial material, methodology, or content as long as such use complies with District policy and procedures and is in accordance with the District's adopted curriculum and planned course statement. Copies of such policy and procedures as well as copies of such District-approved curriculum or course statements shall be provided upon member request prior to the beginning date of the instruction of such curricula and courses.
- C. Intellectual property created, made, or originated by a member exclusively outside their contractual time shall be the sole and exclusive property of the member, except as he or she may voluntarily choose to transfer such property, in full or in part. **When a member leaves the District the District will continue to provide access to the material that the member has created.**

## ARTICLE 7 COMPLAINT PROCEDURE

### A. Definitions

A complaint is a negative remark or criticism made against a member that has been brought to the attention of the District and that warrants further consideration in the opinion of the District. It is the intent of this Article to provide a complaint procedure that will handle such complaints expeditiously and fairly.

### B. Procedural Requirements

#### 1. Step 1 – Informal

If a complaint is made against a member, the administrator will confer with the member and/or the complainant in order to resolve the complaint. If the complaint is not resolved through informal discussion with the administrator, then the administrator will process the complaint in accordance with the remaining provisions of Article 7.

#### Timeline

The informal meeting with the member must occur within seven (7) working days of receipt of the complaint. This timeline is to be extended the number of days a member or administrator is absent during the seven (7) working days following the complaint.

Complaints not discussed within this time period shall not be considered in the member's evaluation, shall not be placed in his/her personnel file, and shall not be used against the member in any subsequent action by the District. However, complaints that are apparently resolved through this discussion may be referenced if a subsequent complaint occurs within twelve (12) months of the original and the subsequent complaint demonstrates a pattern or practice of behavior.

In situations in which a member who is subject of a complaint has been placed on paid administrative leave, the process will begin at Step 2.

#### 2. Step 2 – Formal

a. If the member has been placed on administrative leave or a complaint is not resolved in accordance with Section B.1 above, such complaint shall be investigated further under the following circumstances:

1. If the complaint is of such a nature that, if determined to be valid, the administrator would make a record in the evaluation report of a complaint received concerning the member; or

2. If the complaint is of such a nature that, if determined to be valid, the administrator would consider disciplinary action to be appropriate.
- b. Any complaint processed at Step 2 will be in writing and signed by the complainant or the administrator and will be processed in accordance with the following:
1. A meeting between the administrator or designated investigator and the member within seven (7) days of the Step 1 meeting or seven (7) days of the placement of the member on administrative leave. This meeting shall be for the purpose of providing the member with an opportunity to respond to the complaint. Timelines may be waived by mutual agreement of the parties.
  2. The written complaint will be provided to the member prior to the Step 2 meeting and will include;
    - a. The name of the member against whom the complaint is made;
    - b. The date and nature of the complaint;
    - c. The name(s) of the complainant(s).

**c. Complaints will be expunged from a members file after three (3) years if no other issues of a similar nature arise.**

C. Miscellaneous Provisions

1. During the investigatory period regarding the allegation, the administrator will withhold judgment until he/she has had an opportunity to listen to the member's response to the complaint. The District will refrain from taking disciplinary action during the investigatory period. However, a paid administrative leave will not be considered to be disciplinary action. If a criminal or child abuse investigation is under way, the District shall not proceed with a member conference until authorized by legal authorities.
2. The member shall have the right to the Council representatives of his or her choice at all levels of this procedure. Members have protection under Article 4, including just cause, for all disciplinary actions.
3. The administration may coordinate a meeting including the complainant and member if that is viewed by administration as a constructive step in resolving the matter.
4. Any directive given to a member at the conclusion of the complaint process shall be given in writing and shall address specific expectations and any intended consequences of failure to comply with the written directive.

5. A complaint included in an evaluation or that results in disciplinary action in violation of the complaint procedure is grievable under Article 6, Grievance, up to and including binding arbitration as provided therein.



## ARTICLE 8 CLASSROOM DISCIPLINE

- A. The District and the Association are committed to ensuring the right of each student to have equitable opportunities to achieve their academic goals by minimizing barriers and limitations. Student success will not be predicted nor predetermined by national origin, race, culture, ethnicity, sex, language, socio-economic status, mobility, sexual orientation, disability, and/or religion. The parties agree that maintenance of discipline within the classroom is an important priority, and each further agrees to assist the other in their mutual efforts to resolve difficult discipline issues. The emphasis will be on employing a range of supports and interventions that are culturally responsive and include restorative practices, and will consistently implement the accommodations and modifications reflected in 504, IEP, and behavior plans in accordance with the law. The building principal will provide the member with a written building discipline procedure and a copy of the student rights and responsibilities code at the beginning of each school year. The building principal or designee will schedule a meeting annually with members to review building disciplinary standards and procedures to ensure appropriate support for building standards. Members shall adhere to the procedures.
- B. All members and administrators are expected to accept a share in the responsibility for the control and discipline of the students in the environment, including those students who demonstrate aggressive or combative behaviors.
- C. Disruptive Students
1. When in the judgment of a member, a student is by their behavior disrupting the instructional program to the detriment of other students, the member may send the student to the principal/designee. At that time the member will provide to the administrator or designee a brief verbal or written explanation why the student is being removed. When the member requests, and the principal or designee concurs, a student may be withheld from class for a set period of time before returning to the classroom. Students will not return to class without an administrator or designee communicating with the classroom teacher.
  2. When either the member or principal/designee requests, a conference will be scheduled not later than the conclusion of the following school day to discuss the problem and to decide upon appropriate steps for resolution. The principal/designee may involve a parent in the conference if deemed necessary.
  3. Any member referring a student shall provide within twenty-four (24) hours a signed copy of the report to the principal or designee, including a statement of facts, and a summary of conditions which led to the referral and steps taken by the member prior to the referral. The principal/designee will provide a reasonable response to the referral within a reasonable period of time, ordinarily understood to be seventy-two (72) hours.
- D. Seriously Disruptive Students

1. When a student is seriously disrupting the instructional program by engaging in physical or verbal abuse, intimidation, or harm to self or others, immediate action will be taken. The member shall be authorized to send the student to an administrator's office. There shall be a defined behavior support plan developed or agreement finalized between the administrator and the member within three (3) working days that specifies the future behavior expectations of the student.
2. When in the judgment of a member or principal/designee a student requires special help with their behavior, the member or principal/designee shall so inform the student assistance team, special education team or other appropriate group. Within one (1) week of referral, the appropriate team or group shall arrange a conference with the member and teacher(s) to discuss the problem and to decide upon appropriate steps for its resolution. If this conference does not occur, the principal/designee will provide what they deem to be appropriate resources and/or assistance until the meeting is held. Additional conferences may be held at the request of the member or principal/designee.

E. Notification

1. In the event District administrators are aware of situations in which students being assigned to member(s) have had severe behavioral problems in the past that are likely to pose safety problems in the future, the District shall make a reasonable effort to keep those members informed of these facts unless prevented from doing so by the laws of confidentiality.
2. Members will be provided names of students in their classes that have an IEP or Section 504 Plan by the student's special education teacher and/or counselor as soon as possible. Members who are assigned students who are known to have an IEP or Section 504 Plan shall be offered, upon the member's request, training and/or relevant information to access, interpret and implement the IEP or 504 Plan.

F. Members who are assigned students who are on an IEP and who are recognized as physically aggressive and/or combative shall have access to a behavioral coach, subject to the availability and scheduling of the behavioral coach. Members will be provided with protective equipment on request.

G. No provision in this Article will have the effect of denying any rights a student has under federal or state law and regulations.

H. In the event a member perceives that particularly persistent and challenging behavior situations exist in their classroom, that member may request to review the situation with their administrator. The administrator and member may discuss potential solutions, **including such as** the development of a plan to support the class, the utilization of opportunities for students to develop and practice social/emotional learning, and additional professional development for the member. A member whose concerns are not satisfied at the building level may request a meeting with the Superintendent/designee.

I. If a member is not satisfied with the management of student behavior on a school-wide basis, the member will first address the matter with building principal or designee. If the issue remains unresolved, the member may refer the situation to the building Positive

Behavioral Interventions Supports (PBIS) committee or to the building Student Conduct and Safety Committee (SCSC), or the principal's supervisor, as appropriate.

- J. **The district will identify and record all incidents of disrupted learning within each school and will report these incidents to the association twice yearly, by the second school week of February, and the first week of June.**

## ARTICLE 10 POSITIONS, TRANSFERS AND VACANCIES

### A. Definitions

1. A “vacancy” is any position that is new, vacated, or no longer assigned to a member and that the District intends to fill.
2. A “temporary” position shall be defined for purposes of this Article as a position that does not extend beyond one twelve (12) month period, unless the member was hired in the last ninety (90) days of the school year and will teach for the following school year. If a temporary position is, or is to become a vacant position, such vacancy will be posted prior to June 1 and the vacancy shall be filled in accordance with the procedures of this Article.

### B. Posting and Filling Positions Governed by this Contract

1. **Step 1: Informal Building/ Program Placement**  
Staff members will have the opportunity annually to make requests to their building principal or program director for changes in grade level, academic field, or program. The principal or program director will notify staff of any vacancy in the building or program. The principal or program director will talk with all qualified members who have expressed an interest in the vacancy at their building or in their program.
2. **Step 2: Transfers**  
After the building placements are complete, the District may begin the transfer process in accordance with Sections, C and D of this Article.
3. **Step 3: District Wide Process**  
All positions governed by this contract including extra duty positions, will be posted electronically to all members according to the guidelines and processes outlined below. A posting will carry the basic qualifications, special training and skills needed for the position. Qualified members who apply will be interviewed for any job posted within the District, unless they were previously interviewed for the same position as part of the voluntary transfer process. In the case of multiple internal applicants, the number of interviews may be narrowed to five.
4. **Summer Procedures and Emergency Hires**  
During the summer, the principal, program director or District will notify those members who have a written transfer request on file with their principal, program director, or the District office of any vacancy which matches their request. Such members will have seven (7) business days from date of notification (either telephone contact or email sent to the member designated email address) to apply for the vacancy. For vacancies that occur between August 1 and the end of the school year, and that will not extend beyond that school year, the District shall not be required to follow the posting requirements of this Article.

### C. Member-Initiated Transfers

1. Member-initiated transfers are those in which a member requests a transfer from one school to another. Individual staff members may initiate a request for transfer in writing to the human resources office and may, if desired, consult with the human resources department regarding the requested change. Requests for transfers must be submitted by March 1. Members who have not submitted a member-initiated transfer request may still apply for any vacancies in accordance with Article 10, section B.3.
2. If the member is qualified for the position sought, they will be entitled to an interview for that position. If more than five (5) members seek the same position, the District is not obligated to interview more than five (5) individuals.
3. Any member denied a member-initiated transfer will be notified in writing and given the reason(s) for the denial upon request.
4. The District will, at minimum, use the criteria listed below when considering voluntary transfer requests.
  - a. Instructional and licensing requirements
  - b. Service to the District (seniority)
  - c. Basic qualifications as included on the posting and other special training and skills as may be applicable.

D. District-Initiated Transfer

1. Definitions
  - a. District-initiated transfers at the Elementary school level are defined as a transfer from one school to another, one grade level to another, or one program to another on the initiation of the District.
  - b. District-initiated transfers at the Middle school level are defined as a transfer from one school to another, one grade level to another, one academic field to another, or one program to another on the initiation of the District.
  - c. District-initiated transfers at the High school level are defined as a transfer from one school to another, one academic field to another, or one program to another on the initiation of the District.

The following are examples of changes in academic field, program, or grade level:

- from English to science (Academic field change)
- from first grade to third grade (Grade level changes)
- from third grade to 2/3 blend
- LE1 to LE2 (Program Change)

The following are not examples of change in academic field or grade level:

- from English 1 to English 2
- from four periods of English/one period of math to one period of English/four periods of math

Looping from grade to grade is considered a District-initiated transfer for the first time each new grade is taught.

2. The District will, at minimum, consider the criteria listed below when using a District-initiated transfer:
  - a. Instructional and licensing requirements
  - b. Service to the District (seniority)
  - c. Basic qualifications as included on the posting and other special training and skills as may be applicable

In addition, the District will also consider the length someone has worked in the current school and position, when the person was last transferred, where the person is in a looping sequence, and any professional change processes in which the member is already involved. District-initiated transfers shall not occur within the last two (2) years prior to retirement at unreduced PERS benefits, provided the member has given the District written irrevocable notice of retirement effective that date or sooner.

3. Notice of District-initiated transfer shall be given to the members of the bargaining unit at least thirty (30) days before the date of the transfer, where practicable.
4. A member who is transferred at District initiative will be extended the opportunity for a meeting with the Superintendent, the appropriate building administrators and, at the member's option, the grievance rep, UniServ rep and other Council officials. The member will have the opportunity to make known their wishes in regard to the transfer. If, after the meeting, the member is to be transferred against their will to another grade level or subject area, they will receive **ten (10) release days taken at the discretion of the member for the school year for the purpose of professional development and preparation as well as** an additional six (6) hours of tuition reimbursement so long as it is taken in the year of transfer or during the summers preceding and following the year of transfer and is related to the member's new assignment and responsibilities. (In this case the member is not entitled to additional reimbursement under the License for Conditional Assignment, Article 12.)

A member who is transferred between schools at any time or transferred to another grade level or academic field, as defined in D.1, during the school year or notified of such a transfer during the summer will receive two additional days of compensation for their assistance.

A member returning from an unpaid leave under Article 15.G does not receive the two (2) additional days of compensation if moved to another building.

5. When a member of the bargaining unit is to be transferred at District initiative to another school, the member may visit the new school prior to the actual transfer. The District will, at its cost, move the member's instructional and personal materials and supplies to the new assignment.
6. In the event that an itinerant psychologist, a speech pathologist, or an ELL staff member is directed to serve a new building they will receive two (2) days of preparation time.

E. Teaching Assignments

Teaching assignments within an academic field for the next school year will be made for the members of the bargaining unit ten (10) days prior to the start of the school year and/or subsequent terms. Members may make suggestions for revision in teaching assignments within an academic field. Members receiving teaching assignment changes requiring additional preparation, and without a minimum of ten (10) days notice will be compensated, at the member's choice, two (2) days extra preparation release time or (2) two days per diem pay to prepare for the new assignment will be provided.

F. Room Assignment Change

Any member directed by the District to change rooms will receive physical assistance for moving.

Any member directed by the District to change rooms will also be provided two (2) days of pay. These days shall not be in addition to days provided as a result of a District-initiated transfer to another school.

Members assigned to multiple classrooms within a building will only receive benefits under this Section if they are required to move all materials (e.g. an office) to a new location.

## ARTICLE 11 REDUCTION IN FORCE

### A. Reduction Procedure

The District shall determine when a reduction in force is necessary and which programs will be affected. However, the District agrees that such layoffs shall be implemented in accordance with the following procedures. When the Board determines that a reduction in staff is necessary, it shall, forty (40) days prior to the effective date of layoff, (the first day that the member would have been scheduled to, but does not, work as a result of the layoff) provide the Council a layoff list. The Superintendent will also then provide a list showing the seniority and endorsements/licenses of each unit member. Affected members shall be notified, in writing, at least thirty (30) days prior to the effective day of layoff. In the event of school closure due to lack of funds, however, the notice shall be twenty (20) calendar days in advance to the Council and ten (10) calendar days to the member. In the event of a necessary layoff, the District and GBEA will work together to develop options that may reduce the impact upon members of a department or staff. The District will offer the opportunity for unit members who would not otherwise be laid off to voluntarily apply for a one (1) year unpaid leave of absence. Upon written request, such unpaid leave may be extended for an additional year providing the layoff conditions remain in effect.

The following criteria shall be applied in determining which members shall be retained:

1. The member must be properly licensed (endorsed) to teach the curriculum area or program being retained.
2. The most senior members in the District who are competent will be retained. Competence shall be defined as the ability to teach a subject or grade level based on recent (within the last five (5) years) teaching experience related to that subject or grade level or based on recent (within last five (5) years) training and/or educational attainment related to that subject or grade level, but not based solely on the proper license(s) and endorsements the member holds. Grade level shall mean grade levels K-8, special services/life skills, ESL, or 5-12. Members who do not qualify as competent for a position for which they seek to be retained may nevertheless qualify as competent if they are willing to complete training applicable to that subject or grade level. The amount of required training should commence either prior to the start of the new assignment or within the first academic term of the new assignment.

If the member asserts that he/she is competent based upon recent (within the last five (5) years) training or wishes to be retained in a position(s) where he/she is not deemed to be competent, the District and the teacher (who has a right to have a representative present) shall review the member's training and experience to that date and determine the program, if any, that would fulfill the training requirement. Training programs may include college coursework, workshops, work with the



Dept. Chair, program visitations, or mentoring. Consultation with officials from appropriate university and college training programs as well as TSPC may be sought to help answer questions about training programs. If an agreement cannot be reached, the District will provide final notification of the training to be required. The member will either accept the training as a condition of accepting the position or will decline and thus be laid off. The required training shall not include more than six (6) credit hours of coursework in any one (1) fiscal year with tuition being paid under the procedures described in Article 20. In addition to these six (6) extra District-paid credit hours, a member may use his/her allotted tuition reimbursement hours to complete the required coursework and may request from the District advancement of tuition credit hours from a subsequent year if necessary to complete this training. All credit hours accumulated as a result of retraining may be used for salary advancement.

3. Seniority shall be determined from the first date of actual service for required duties in a regular position. Service in an athletic or activity position, or one in which trade time (not compensatory time) was exercised, shall not be counted as first date of service. Members who were under contract (as distinct from an employee agreement) in a temporary position (as distinct from a regular employee contract) and were then employed in a regular position without a break in service shall be allowed to have seniority begin from the first day of actual service in that contracted temporary position. Approved leaves of absence will not be considered as interruptions in service, and the actual year of leave will be counted as a year of service. Seniority is retained if a severance of employment and a break in service are due to layoff. If two (2) or more members are found to have equal seniority and competence, the member to be laid off will be determined by lot. The District shall provide a full seniority list to the Council each year. Additionally, the District and the Council shall meet annually to review the seniority list for all newly hired employees. The District and the Council shall draw lots for all new employees, including temporary employees, that have the same first date of actual service and this lot number shall remain for the duration of continuous employment with the District.

B. Recall Procedure

1. The definition for the date of layoff shall be the last day of actual service in the contract year, not counting days in an athletic, department chair, or other extended contract assignment. Members who arrange to trade the last day of actual service at the end of the year for a later date shall not be considered to have a layoff date later than the regularly scheduled last date of actual service.
2. Members shall be recalled by reverse order of layoff to positions they are qualified or deemed competent to fill when an opening occurs in the license group(s) from which they were laid off, if they held at the time of lay off the proper endorsement(s) and license(s) and are deemed competent according to criteria in Section A.2.

3. Notice of recall shall be sent via certified mail to the last address given to the office of human resources by the member. A member shall have ten (10) days from the date notice of recall was mailed to the last known address to notify the District of his/her intent to return. The member must report on the starting date specified by the District, provided the reporting date is at least twenty (20) calendar days from the date the notice of recall was received. A member who has been laid off may refuse one (1) job offer without loss of recall rights. Failure to notify the District of intent to return or to return to work within the time limits shall be considered the resignation of said member.
4. Members who are laid off from the District shall be eligible for recall as outlined above for a period of twenty-seven (27) months after the effective date of their layoff unless they:
  - a. Resign. In such event, a written resignation shall be sent to the District.
  - b. Fail to return when recalled as described above.
5. Members recalled according to contract language shall not be considered involuntarily transferred.

C. Layoff Benefits

1. The member who is laid off will receive all months of pre-paid insurance due him/her at the time of layoff. The member is eligible for COBRA health coverage as per Article 29.I.
2. All benefits to which a member was entitled at the time of his/her layoff and to which members are currently entitled will be restored upon his/her return to active employment, and the member will be placed on the proper step of the salary schedule for the member's current position according to the member's experience and education.
3. Notwithstanding any other provision in the Agreement, no vacancy in the new or former bargaining unit position will be filled until the procedures in this Article have been complied with.

## ARTICLE 13 SICK LEAVE

### A. Sick Leave

1. Leaves of absence for extended illness or accident will not be considered a disruption in consecutive service.
2. A total of ten (10) full working days per year, with full pay, shall be allowed each full-time member as current annual sick leave. The ten (10) days will be prorated for part-time members. The ten (10) days will be pro-rated for members whose service begins after the start of the contract year. Such current sick leave shall accrue to the member on the first regular work day of each school year, and members shall be allowed unlimited accumulation of sick leave. Members may use accumulated sick leave for any reason set forth in the Oregon Sick time statute (ORS 653.601 *et.seq.*).
3. Retirees shall receive sick leave benefits consistent with the language in Article 1 of this agreement.
4. Members on extended contracts, in addition to the ten (10) days of sick leave per year, shall receive an additional sick leave day for each additional eighteen (18) days worked, not to exceed twelve (12) sick leave days accrued per year.
5. When a principal believes a member is showing a questionable pattern of absences, the member shall, at the request of the principal, provide an explanation about the pattern. If the pattern continues, verification from the member's treating health care professional supporting the explanation about the pattern of absences may be required from the member.

A granting of sick leave in excess of five (5) consecutive days of absence may be verified, at the District's discretion, by a written statement from the member's attending physician or practitioner that injury or illness prevents the member from working. If the absence is extended over successive pay periods, these verifications must be submitted on a regular monthly basis, or worded by the physician in such a way as to indicate the length of absence. Those individuals, who for religious reasons do not employ the services of a medical physician, shall furnish such other proof as may be required by the employer.

6. Members shall receive notice of accumulated sick leave on their monthly pay statement.
7. Exhausted Sick Leave  
When a member has exhausted allotted sick leave days, the member will lose only the amount of salary that the District would have to pay a substitute member whether or not a substitute is actually required. These costs are limited to salary,

FICA, Workman's Compensation, PERS contribution from management and unemployment. This allotment is not to exceed ten (10) days.

8. The District will report all unused accumulated sick leave hours to PERS to be used for the computation of a retiring member's PERS benefits.
9. A member whose contract begins after June 30, 1992, shall, upon proper verification, be allowed to transfer in all accumulated sick leave from the most recent employing Oregon District. The transfer of additional unused sick leave earned in other Oregon Districts shall also be accepted upon member verification to the satisfaction of this District. The transfer of all sick leave into this District shall not be effective until the member has completed thirty (30) working days in this District.

B. Injury Leave

If an absence is necessary because of injury incurred while performing their regular duties, the member shall be granted up to their accumulated sick leave with full pay and benefits. If the member receives time loss pay, the member's paycheck and sick leave shall be adjusted to reflect the time loss payment. The combination of worker's compensation benefits and paid sick leave cannot exceed the member's regular compensation.

C. Sick Leave Bank

1. On or before October 31 of each year, each member may contribute ~~four (4) hours~~ **a portion of** their accumulated sick leave to a common bank, if needed to restore the balance of the bank. ~~Annual contributions shall be limited to the number of days necessary to bring the bank to a level of one (1) eight (8) hour day per member on a first come first served basis.~~ Such contributions are irrevocable. Participation in the bank shall be voluntary. Members who have not participated previously shall be permitted to contribute during the annual open enrollment period. **The district will accept the Association's chosen method of collecting donations to the sick leave bank. In the event that the sick leave bank is exhausted, donations to the sick leave bank may be reopened at the discretion of the Association.**
2. Criteria to grant leaves from the Sick Leave Bank:
  - a. The member must have used all of their accumulated sick leave.
  - b. The member has also used the ten (10) exhausted sick leave days in which the member will lose only the amount of salary that the District would have to pay a substitute as written in Article 13.A.7.
  - c. The member must obtain a doctor's (M.D. or D.O.) statement verifying that a debilitating illness or injury exists which prevents the member from performing the duties of their job for more than ten (10) days.
  - d. There must be sufficient days in the Sick Leave Bank to cover the request.
  - e. A member is limited to receiving sixty-five (65) full or partial days during a twelve (12) month period from the sick leave bank.
  - f. District records show that the member has exhausted their accumulated sick leave, personal leave and exhausted sick leave provisions of the Article 13.A.

- g. The member is not absent due to a parental leave.
  - h. If the member is eligible under PERS disability, workers' compensation, or the District's long term disability insurance, the member may access only partial sick leave days up to sixty-five (65) partial days, such that the total of sick leave and disability payments does not exceed the member's normal daily rate, unless accessing the sick leave bank would result in a reduction in disability payments.
- 3. If the request is approved, the Committee shall notify the District office, and subsequent days of absence due to the illness or injury, including the first ten (10) days of illness or injury, if the member's accumulated sick leave was not available for those days, will be charged to the bank until further notice.
  - 4. Procedures for Committee Members:  
  
Grants from the Bank will be determined by the Sick Leave Committee. This Committee will be comprised of three (3) licensed staff members appointed by the representative council of the GBEA. Members who wish to apply for sick leave bank benefits should contact the president of the Gresham-Barlow Education Association (GBEA). Inquiries to the human resources office shall be referred to the president of the GBEA.

D. Records

The District shall keep accurate records of leave accumulated by the Bank and of sick leave used by the Bank. These records shall be available at all times for review by the committee members and the Council. Annually the District shall notify the Council in writing of the accumulated days and days charged to the bank that school year.

## ARTICLE 14 PAID LEAVES

### A. Personal Leave

1. When a member is absent because of personal business, and the absence is not covered by any other leave, the employer will allow the member ~~two (2)~~ **five (5)** days of personal leave, per year.
2. A maximum of ten percent (10%) of licensed staff in any building or no less than two (2) licensed staff members may use personal leave on the day before and/or after a holiday or break period as long as the member provides five (5) days notice. In emergency situations the prior notice and the ten percent (10%) limit shall not apply.
3. Requests for personal leave will be given to the principal or other immediate supervisor at least twenty-four (24) hours in advance of taking the leave whenever possible.
- ~~4. In the event that seven hundred (700) days or less are used by members of the bargaining unit in one (1) year, to include personal or emergency leave under Sections A and E, the number of days specified in Paragraph A.1 will be increased from two (2) to three (3) days per member in the following year(s).~~
- ~~5. If more than seven hundred (700) days are used by members of the bargaining unit in one (1) year, to include personal or emergency leave under Sections A and E, members may carry forward one (1) unused personal leave day to the next school year; however, no more than three (3) personal leave days may be used in any one year.~~

### B. Bereavement Leave

1. A member of the bargaining unit who is absent because of death **of a friend or family member** ~~in his/her immediate family or household~~ shall be permitted an absence of up to five (5) days with pay. A member may use any accumulated leave or unpaid leave to cover up to five (5) additional days of bereavement in accordance with Oregon law.
2. ~~"Immediate Family" (to include in-law and step-relatives) shall be interpreted to mean spouse, domestic partner, children, child of domestic partner, parents, parent of domestic partner, grandparents, grandparent of domestic partner, siblings, or grandchildren. It shall also include any other persons who are members of the member's household or who are dependent upon the member for a major portion of their support. In any instance not covered in this definition, when unusual circumstances indicate, a written application may be made by the member to the Executive Director of Human Resources and may be approved on a case by case basis.~~

### C. Funeral Leave

The member of the bargaining unit shall be permitted an absence of up to eight (8) hours, per year with pay, to attend the funeral of a friend or relative. When a substitute is

required, an employee must take either a half or full day, consistent with the Substitute Management System. If a sub is not required, the employee must take the leave in blocks of not less than two (2) hours.

D. Family Illness/Injury Leave

1. Any member may request up to five (5) days leave per year and the Superintendent may grant such leave for illness or injury of a **close friend or family member** member of the member's immediate family. ~~Immediate family shall be defined as: spouse, children, parents, mother-in-law, father-in-law, grandchildren, grandparents, step children, step parents, siblings, and others living in the household.~~
2. The District reserves the right to require medical verification if it determines such verification is needed to establish the fact of **close friend or** family illness/injury.
3. In the event emergency conditions arise, an extension of this leave, may be granted by the Superintendent/designee as determined upon individual merit.

E. Emergency Leave

Each member shall be eligible for emergency leave with pay and may be granted such leave upon approval of the Superintendent/designee. The District may use a person's absence history and historical use of personal leave as factors in granting emergency leave with pay. No emergency leave will be approved until applicable paid leaves have been exhausted. Upon denial of this leave, reasons shall be furnished upon request of the member within one (1) week.

F. Excused Absence

Excused absence with pay, occasioned by inability to reach the place of employment because of flood, storm, terrorism, crisis and acts of nature, may be granted when, in the judgment of the Superintendent/designee, every reasonable effort has been made to anticipate such an emergency and to make the necessary arrangements to be available for work.

G. Professional Leave

Members may attend educational meetings and/or activities during school time without loss of pay or other privileges if the importance of the meeting is agreed upon by the District. The educational meeting must mutually benefit the member and the District.

The District reserves the right to recall members scheduled for professional leave. Members recalled with less than twenty-four (24) hours' notice shall be compensated with one (1) hour of pay or compensatory time at the member's choice.

Members utilizing their individual professional development funds per Article 20 shall not be recalled.

H. Jury Duty Leave

If a member is summoned to serve on a jury, the employer shall grant the member permission to serve, without loss of his regular salary, provided that if the member receives a fee for these services, the fee shall be submitted to the District business office. The member shall retain all monies collected for mileage and expenses while on jury duty.

I. Military Leave With Pay

All periods of annual active duty for training as a member of the National Guard, National Guard Reserve, or of any reserve component of the Armed Forces shall be in accordance with ORS 408.290.

J. Legal Leave

1. The District will grant up to three (3) days of a legal leave with full pay in the event a member is subpoenaed or summoned to appear in a legal proceeding in which the member is not the plaintiff.
2. The member will give as much advance notice as possible of intended use of legal leave and will provide the District human resources office with a copy of the subpoena or summons.

K. Sabbatical Leave (moratorium during life of contract)

1. A minimum of five (5) years experience within the District shall be required. However, a member with special certification needs may apply after three (3) years experience within the District.
2. Application forms shall be available through the office of the Superintendent. Requests for sabbatical leave shall be made to the Superintendent for approval by the Board ninety (90) days prior to the proposed leave.
3. A member on sabbatical leave will not forfeit any privileges under the retirement law, insurance benefits, salary increment or sick leave to which he or she would be entitled if in continuous service. Regular payroll deductions for retirement, taxes, etc., shall be made from the salary granted the member. Matching contributions to the retirement fund by the employer will be made. The name of the person on sabbatical leave will be retained on the District payroll records and the absentee shall keep the payroll clerk advised as to where the monthly checks are to be forwarded.
4. Applications shall be accompanied by a written specific planned program of study.
  - a. An affidavit will be signed by the applicant promising to return to the District and to work three (3) times the amount of time taken for the leave. A one (1) term leave would require three (3) terms of service.
  - b. The salary advanced in a standard contract year by the employer during the term(s) of the leave will be considered an interest-free loan. Said loan shall be canceled after repayment of service. Repayment of the above loan must be repaid on a pro-rated basis if subsequent service is not fulfilled (interest at OnPoint Credit Union rates),



- c. Procedures for distribution of benefits in the event of death of the individual on sabbatical leave will be the same as if he were on active assignment. In case of injury or other illness to the member during the leave, which prevents completing purpose of leave, the sabbatical leave will be terminated and all provisions for accrued sick leave will apply. These provisions will take effect on the first day following notification of illness to the District, verified by a medical report. After illness or injury as described above, upon release by appropriate medical authorities, the member will be, when possible, returned to regular duty for the remainder of the school year or shall be reinstated on sabbatical leave.
  - d. An official transcript indicating satisfactory completion of courses for which the leave was granted shall be given to the District within a reasonable time following termination of leave.
  - e. A staff member on said leave must be enrolled for not less than twelve (12) graduate hours, or the corresponding hours on a semester basis. Exceptions to the above must be approved by the Superintendent.
  - f. A staff member on said leave shall receive the stipend under this policy from the employer and will be entitled to employer tuition reimbursement.
  - g. If evidence has been obtained that a member on said leave is not fulfilling the purpose for which the leave was granted, it shall be reported to the Superintendent and the Board may terminate the leave. The member shall be given an opportunity to be heard by the Board regarding the alleged abuse.
  - h. Status upon return from sabbatical leave: The District shall reassign the member to his former position in the school in which he taught at the time the leave commenced. If such a position has been eliminated, the member will be reassigned to a similar position.
5. Sabbatical leave salary shall be computed as two-thirds ( $2/3$ ) of the member's daily wage for each contracted day the member is in college. The amount shall not be less than two-thirds ( $2/3$ ) of the member's current monthly salary. If any stipend is provided, the monthly salary allowance plus stipend shall not exceed the amount of the regular monthly salary which the member would have received if they had not been on sabbatical leave. If the said leave is for one (1) term, the member would be paid the amount above for each month of the leave. If for more than one (1) term, it would still be computed on a daily wage as above.
6. No more than three (3) members may be on sabbatical leave at any one (1) time. The District will not deny sabbatical leave requests solely on the basis of budget or revenue resource limitations but in the event of a budgetary crisis resulting in a reduction of bargaining unit personnel through layoffs, the District may rescind or cancel approved sabbatical leave requests, unless the member has actually begun the leave. In situations where an approved sabbatical leave request is rescinded or canceled, the District will reimburse the member for incidental expenses

already incurred by the member in reliance upon the approval. Before doing so, however, the District will meet and confer with Council representatives.

7. Council agrees to a moratorium on the use of sabbatical leave for the term of this agreement.

## ARTICLE 15 UNPAID LEAVES

### A. Provisions for All Unpaid Leaves

1. A member returning to the District after a leave without pay will receive all accumulated benefits to which other members are entitled and will be reassigned to the same or similar position in the same school and division(s), except that they will be subject to the same staff reduction and reassignment policies and procedures as other members during the duration of the leave in accordance with Articles 10 and 11.
2. Notification of intent to return to active employment the next school year or written request to extend the leave for the following school year must be sent to the human resources office by March 1. A request to extend a leave that is received after March 1 will be forwarded to the Superintendent.
3. A member of the bargaining unit on an unpaid leave of absence may continue District insurance plans at member expense, subject to carrier limitations.
4. An unpaid leave shall not be considered a break in service.
5. **All members of the unit will qualify for all FMLA, OFLA, and other protections without the need for qualifying hours or months of service.**

### B. Association Leave

The District shall grant a two (2) year unpaid leave of absence to any member elected to one (1) of the five (5) major executive positions in the OEA or one (1) of the five (5) major executive positions in the NEA. Extensions up to two (2) additional years for a member continuing to serve in this capacity may be approved by the District upon request by the Council. The Council shall provide the District with a list of those positions. Request for such leave shall be made at the time a member accepts nomination of one (1) of those positions. No less than six (6) months prior to the conclusion of the member's term of office, they shall notify the District in writing of their intention to return to the bargaining unit at the conclusion of their term in office. The District shall file the necessary paperwork required by PERS to assure that the member does not experience a break or termination of PERS covered service as a result of the authorized unpaid leave. The parties believe that such leave assists the Association to carry out its statutory duties as the exclusive representative and bears a direct relationship to labor-management relations between the Association and the District.

### C. Council Leave

A leave of absence of up to one (1) year shall be granted to any member upon written application for the purpose of serving as an officer of the Council or on its staff.

### D. Family and Medical Leave (including Parental Leave)

1. A leave of absence without pay shall be granted to members upon request of the member, for up to one (1) year and in accordance with FMLA/OFLA regulations for the following reasons:
  - a. The birth of a child and to bond with the newborn child within one (1) year of birth.
  - b. The placement with the member of a child for adoption or foster care and to bond with the newly placed child within one (1) year of placement.
  - c. A serious health condition that makes the member unable to perform the functions of their job.
  - d. To care for the member's spouse, son, daughter or parent who has a serious health condition.
2. The member may take leave or make their resignation effective at any time. The member shall give the District written notice at least thirty (30) days prior to leaving, except in extenuating circumstances.
3. In that notice, the member must inform the District in writing of their intention to do one of the following:
  - a. Return for the balance of the school year: a member on said leave should give the supervisor notice of returning date at least four (4) weeks prior to returning.
  - b. Return the following school year: a member on said leave desiring to return to service during the next school year shall notify the Superintendent in writing by March 1, stating a desire to return.
4. Failure of a member to return on the date provided to the District, or to make alternate arrangements with the District, consistent with (3.a) and (3.b) above, shall be considered a resignation from service.
5. With the exception of parental leaves, members shall use accrued sick, family illness, or personal leave in accordance with FMLA/OFLA in that order unless otherwise designated by the member.
6. A member on parental leave, at their discretion, shall be entitled to utilize any accrued sick leave or other compensatory leave, paid or unpaid, during the parental leave as allowed by law. Exhausted sick leave provisions (Article 13, section A.7) are not eligible to a member receiving parental leave. The District shall not require the member seeking parental leave to utilize any accrued leave during the parental leave. Members on parental leave are not eligible for the sick leave bank per Article 13, section C (2) g.
7. Members shall provide the District with thirty (30) days written notice in advance of parental leave, when possible.

E. Military Leave

Military leave without pay shall be granted in accordance with state and federal law. Additionally, members may use any accrued paid leave up to ten (10) days for any qualifying exigency as defined in the FMLA.

F. Other Unpaid Leaves

1. Leaves of absence without pay are granted at the discretion of the District and may be granted by the Superintendent or designee for the following reasons:
  - a. approved study
  - b. approved travel
  - c. teaching experience
  - d. health/medical
  - e. professional experience
  - f. political activity
  - g. religious activity
2. In order to receive consideration by the Superintendent or designee the following conditions must be met:
  - a. Request for leave must be submitted in writing to the Superintendent or designee on or before March 1 of the school year prior to the school year for which the leave is requested. Unpaid leave requests submitted after March 1 will be forwarded to the Superintendent or designee for consideration.
  - b. The request shall include the reason for the leave, the date the leave is proposed to commence, and the date the member would resume their duties. In the case of leave requests for study, travel, teaching or professional experiences, proposed plans of activities and goals should be included.
1. A member of the bargaining unit returning to the District after a year of leave without pay will be granted an increment of salary if the member and District have mutually agreed, prior to the commencement of leave, that credit will be given for the year in which the member was absent.

G. Short Term Leave (More Than Ten (10) Days)

1. A member wanting to secure an unpaid leave of absence for a period of more than ten (10) consecutive teaching days, but less than one (1) year shall request the leave in writing, to the human resources office, at least sixty (60) days in advance of the effective date of leave. This advance notification may be waived by the Superintendent or designee based upon individual circumstances.
2. If the member is authorized to take a leave of absence without pay, that member will have deducted, in addition to their daily rate of pay, 1/365, of the annual insurance benefit specified in Article 29 for each day of leave.
3. Any extension of an unpaid leave must be submitted as early as the need is known, but for leaves granted for longer than sixty (60) working days, the leave extension must be submitted to the Superintendent, in writing, at least thirty (30) calendar days prior to the end of the original leave.

H. Short Term Leave (Ten (10) Days or Less)

1. A member wanting to secure an unpaid leave of absence for a period of ten (10) days or less shall request the leave in writing, to the human resources office, at least five (5) days in advance of the effective date of leave. This advance notification may be waived by the Superintendent or designee based upon individual circumstances.
2. If the member is authorized to take a leave of absence without pay, that member will have deducted, in addition to their daily rate of pay, 1/365 of the annual insurance benefit specified in Article 29 for each day of leave.
3. The Superintendent or Executive Director of Human Resources may, at their discretion, authorize additional short term leaves (ten (10) days or less).

ARTICLE 18  
SAFE WORKING CONDITIONS

- A. The District will provide a safe and healthy working environment by complying with state and federal laws and regulations pertaining to workplace safety. The District and the Association agree to work together to promote safe working and learning conditions.

B. Building/Environmental/Infection Issues

When District administrators are aware of situations where members are likely to be exposed to serious, contagious diseases and illnesses, or environmental hazards, the District shall make a reasonable effort to inform members of such exposure unless confidentiality laws prevent it from doing so. The District will communicate to members recommendations they receive for mitigating the exposure.

Within ten (10) days of a request, the District shall inform the affected staff members and GBEA of their plan, ~~if any~~, to remedy the problem.

**For Covid-19 and airborne virus issues see Appendix C.**

C. Student Issues

~~When District administrators are aware of situations in which students being assigned to members have had severe behavioral problems in the past that are likely to pose safety problems in the future, the District shall make a reasonable effort to keep those members informed of these facts unless prevented from doing so by the laws of confidentiality.~~

The District will notify members concerning students that have entered the court system, consistent with the requirements of state law.

D. Building Student Conduct and Safety Committee

A Student Conduct and Safety Committee (SCSC) shall exist at every building site consistent with state and federal statutes. A member, or a Building Representative on behalf of the member, may present an item to the building safety committee, in accordance with all applicable laws. Building PBIS team members may be a part of the SCSC. Reports from Building SCSC(s) will be forwarded to the District Student Discipline and Safety Committee.

The Building SCSC(s) will identify and/or review workplace safety concerns including but not limited to environmental issues, disaster and threats, security, and general student conduct that presents a potential school safety concern.

E. District Student Discipline and Safety Committee

The District Student Discipline and Safety Committee will have oversight over workplace safety concerns including but not limited to environmental issues, disasters and threats, security, and member support in discipline and safety issues.

The Committee will be comprised of up to five (5) members appointed by the GBEA Executive Council, up to five (5) members appointed by the OSEA, and up to five (5) members appointed by the District.

The committee will meet at least quarterly. The GBEA, OSEA, and the District may bring issues to the committee for consideration. The Student Safety and Discipline Handbook shall govern safety procedures for the duration of this agreement. The contents of the Student Safety and Discipline Handbook shall not be grievable. Any changes recommended by the committee will be forwarded to the GBEA and District bargaining teams for their review and approval before inclusion.

F. Safety Appeal Process

In the event a member feels a safety or discipline procedure is not being followed, a member, or a GBEA Representative on behalf of the member, may register their concern to their principal. If the concern is not resolved at this level, the member may appeal to the Superintendent. If the concern still remains unresolved, the member will be provided an opportunity to have their concern heard before the school board.

G. Personal Property

Members whose personal property is stolen or vandalized while on school premises may submit a claim for restitution or repair costs. Such submission shall be after the member has submitted the matter to their own insurance company. The amount of the District restitution will be limited to the deductible amount for the member's own insurance. Determinations as to the amount of restitution or repair will be determined on a case-by-case basis by the administration. Members shall not be held responsible for the personal property of students.

H. Disability and Workers' Compensation

Upon request, or as required, by an individual member, the District will provide information about disability or workers' compensation claims and procedures. However, the District will not offer advice on the merits of the claim, nor will the District assist in the completion of the member or physician required documents.

I. Medically Fragile Students

The District will establish training and protocols designed to provide for the care and safety of medically fragile students (eg. feeding, diapering and/or toileting of students) while taking into consideration the limitations of staffing and facilities as well as liability concerns for the District and staff. **No member shall be required to provide personal hygiene services for students without additional staffing support.**



## ARTICLE 19 REQUIRED WORKSHOPS

When members are required to complete trainings or workshops, time will be allotted during the workday that does not reduce member-directed, uninterrupted preparation time.

In the event a member must complete the aforementioned activity outside of their regular eight (8) hour work day, the District will pay the fees for that training as well as paying each member their personal hourly rate of pay for the time required beyond the regular eight (8) hour workday.

Should a member have permission from their principal not to attend a required workshop, they will be responsible for making arrangements to receive the training in question through an alternative method without compensation, and will be responsible for the cost of obtaining the required training and will not be eligible for reimbursement.

Paid time beyond the regular eight (8) hour workday will not be required for voluntary transfers or initial hire into a program which requires additional training such as IB, AP or AVID summer training.

ARTICLE 20  
TUITION REIMBURSEMENT/PROFESSIONAL DEVELOPMENT

A. Tuition Reimbursement

1. Each full time member will be eligible for up to six (6) quarter credits of tuition reimbursement annually. Hours may accumulate during the term of the contract. **The dollar amount available to a member will be electronically accessible and will be updated monthly.** A member who resigns or whose employment has been terminated (excluding members who are laid off) will not receive tuition reimbursement for the summer of that calendar year. Members who work less than full time will have tuition benefits prorated. Members hired during the life of the contract shall have tuition benefits prorated.
2. Tuition reimbursement shall be up to the Portland State University Oregon resident graduate rates. Classes taken at other institutions at higher rates will be reimbursed as if the classes were taken at Portland State University.
3. In addition to the credits allowed in Section A, members may be granted up to nine (9) additional hours over the life of this agreement for course work in District-identified needs or special projects (programs). Courses that extend beyond a quarter may be approved by the District. A member who receives an incomplete in a course must request an extension from the District.
4. Correspondence, distance learning or video-tape/workbook courses will be permissible for tuition prepayment/reimbursement and for salary advancement only if approved by the District prior to course registration.
5. A member receiving tuition reimbursement shall be entitled to both employer reimbursement and veteran's benefits.
6. District-Paid

If a member wishes to have prepaid tuition, the member must obtain approval from the District at least five (5) business days in advance of the regular college registration or workshop where credit is offered or conference held on non-contract time for which credit is offered. Coursework that is applicable to a member's current or future positions, licensure, highly qualified status or relates to school or District goals will be considered. Verification of completion of the course shall be by documentation submitted to the Executive Director of Human Resources. If such verification is not submitted within thirty (30) days of the end of the term in which the course was taken, the amount of the tuition prepayment may be deducted from the member's next paycheck. Members who are delinquent in submitting grade slips will not be eligible for prepaid tuition for the duration of the contract.

Members may take the class without credit and still receive prepaid tuition.

7. Member-Paid

If a member pays tuition directly for regular college registration or workshop where credit is offered or conference on non-contract time, and expects reimbursement for that payment, the member must submit to the Executive Director of Human Resources proof of payment and documentation showing successful completion of the course, within thirty (30) days of the end of the term in which the course was taken. Coursework that is applicable to a member's current or future positions, licensure, highly qualified status or relates to school or District goals will be considered. Reimbursement will be made on the next paycheck, based upon the payroll cut-off date and the date of the submission of the request.

Members may take the class without credit and still receive reimbursement.

8. The District may, at its discretion, extend tuition-reimbursed credit hours for members undertaking courses of study in shortage areas or in areas addressing District/school goals.

B. Professional Development

1. The member may choose to use the cash equivalent of up to two (2) of their credits per year for costs and expenses (including paid leave as necessary) of short-term training experiences and/or workshops occurring during the workday or those that do not offer credit as well as programs such as National Board Certification. The cash equivalent of the hours for professional development may accumulate during the life of the contract. Professional development opportunities that are applicable to a member's current or future teaching positions, licensure, highly qualified status or relates to school or District goals will be considered.
2. The member will submit a professional development request form to the District designee for pre-approval. The member will provide information for reimbursement and/or payment of costs and expenses associated with training experiences and/or workshops.
3. Any member requesting workshops on contract time will consult with the building administrator or program director to work out any schedule issues.

C. Members may not use funds from Section B for activities/expenses covered by Section A.

D. All members who receive materials/equipment as a result of this Article will retain ownership of the property.

E. Any request for payment of tuition or workshop costs by a member will receive an electronic response from the District stating the status of eligibility and timelines of payment within ten (10) workdays.

**ARTICLE 23  
WORK YEAR**

**A. Work Year**

The school year for members shall not be less than one hundred ninety-two (192) days for returning staff or one hundred ninety-three (193) days for members hired new to the District. Members may be assigned up to two (2) days of work beyond the established 192/193 day work year. Members also may voluntarily agree to work additional days. If a member is assigned or agrees to work more than one hundred ninety-two (192) days, (one hundred ninety-three (193) for new members), they will be compensated for the actual number of days worked based on the daily rate for their own contract. The extra day(s) will be attached to the immediate beginning or the end of the one hundred ninety-two (192) day work year, unless the member agrees to other times. The District will make accommodations for any member assigned to work days beyond the established work year who has scheduled a prior commitment that conflicts with the additional days before being informed of the extended work year. Notice for these additional work days will be given to all affected members on March 15 of the preceding school year. If March 15 falls on a non-work day, notice shall be provided on the work day directly preceding.

The work year shall include six (6) paid holidays, including Labor Day, Veteran’s Day, Thanksgiving Day, Martin Luther King Jr. Day (MLK Day), President’s Day and Memorial Day. Statewide in-service day will be a non-contract day.

**Summary of Work Year**

| <b>Contracted Days</b>                    | <b>Elementary<br/>192</b> | <b>Middle<br/>192</b>         | <b>High<br/>192</b> |
|---|---------------------------|-------------------------------|---------------------|
| Paid Holidays                             | 6                         | 6                             | 6                   |
| Opening: Teacher Work Days                | 2.0                       | 2.0                           | 2.0                 |
| Opening: District In-service              | 2.0                       | 2.0                           | 2.0                 |
| Grading                                   | 3                         | 3                             | 2                   |
| Elementary Assessment                     | 1                         | 0                             | 0                   |
| Curriculum and Instruction Days           | 6                         | <del>0</del> <u>2</u>         | 0                   |
| Progress Reports                          | 0                         | 1.5                           | 2                   |
| End-of-Year Teacher Work Days             | 1                         | 1                             | 0                   |
| Conference Preparation*                   | 0                         | 0                             | 0                   |
| Parent Conference*                        | 4                         | 4                             | 2                   |
| <b>Total Contracted Non-Teaching Days</b> | <b>25</b>                 | <del>49.5</del> <b>21.5</b>   | <b>16</b>           |
| <b>Total Potential Teaching Days</b>      | <b>167</b>                | <del>172.5</del> <b>170.5</b> | <b>176</b>          |

Notes: Progress report time is scheduled in half (1/2) day increments.

\*These days are based on the (07-08) conference schedule which include Fall and Spring Conferences and may change if the conference schedule is altered.

B. Proposed Calendar

The District will consult with the Council or its duly authorized representative prior to drafting a proposed calendar. The proposed school calendar shall then be submitted to the Council for review prior to the first reading by the Board. Changes to the school calendar after initial adoption shall be submitted to the Council for review prior to adoption by the School Board.

C. Inclement Weather/Emergency Closure

Attendance shall not be required when student attendance is not required due to inclement weather. If the Board requires students to make up instructional hours lost due to inclement weather, then the District and the Association will meet and ~~confer~~ **negotiate** on modifications to the calendar. All members shall be required to fulfill their regular duties on these days.

When students are dismissed early due to emergency closure (e.g. loss of electrical power), members may be reassigned for the remainder of the day or excused according to directions of the principal and District administration. No member will lose leave as a result of a school closure. **Any change to mode of instruction due to an emergency closure (i.e. in-person to distance learning) will require two member directed, non-instructional work days for members to implement the change.**

D. Crisis/Disaster Closure

A crisis or disaster is a situation such as earthquake, fire, flood, dangerous materials and/or other violent acts which force an immediate closure and/or a need for immediate evacuation of a building or dismissal of students. Staff will be dismissed if students are dismissed. However, in the event of a crisis or disaster that prevents some students from leaving the site following a school closure while classes are in session, adequate staff as determined by the administration will remain on duty to supervise students until they are able to depart safely.

## ARTICLE 24 HOURS AND WORKLOAD

Statements in the Building Staff Handbooks do not replace or supersede contract language.

### A. Workday

#### 1. Length of Day

The principal shall identify the regular building hours for a building in the Building Staff Handbook. The principal may assign teachers to schedules that are different from the building hours in the following circumstances: (a) if a member voluntarily agrees to the modified schedule; or (b) if the modified schedule is implemented for a newly vacated and/or created position and included in the job announcement. The District shall not lay off a member for the purpose of creating a modified schedule position within the same license, endorsement, or level. A member may not be subjected to a District-initiated transfer into a position with a modified schedule. The regular building hours must provide staff a minimum of fifteen (15) minutes prior to student contact. A member's workday shall not exceed eight (8) consecutive hours. A half ( $\frac{1}{2}$ ) day shall be defined as four (4) consecutive hours not including lunch.

All members shall have a flexible workday provided they are available fifteen (15) minutes before their first scheduled teaching/specialist assignment and fifteen (15) minutes after their last scheduled teaching/specialist assignment, and provided they attend inservice sessions, staff meetings, scheduled meetings, meetings pertaining to student needs (see Section A.5) and are available for required duties. Meeting language does not apply to Fridays following student dismissal. At the beginning of the school year members will give written notice to the principal identifying the daily start time and end time of their flexible day. Changes to the identified flexible day may be made by the member by giving written notice to the principal at any time in advance.

**(\*Moved to 5 and altered\*)** ~~On occasion the principal or District may identify a day on which the members must work the regular work hours as shown in the Building Staff Handbook, or a member's established modified schedule, rather than their flexible workday. Except in an emergency, the principal/District will provide a draft calendar of these days at the beginning of the year with the understanding that the calendar can be modified by giving members a week's notice of the non-flexible workday.~~

On Fridays, the days immediately before holidays, or on days when there are required events after the school day for which members must return, members may leave following student dismissal. Fridays or days immediately before

holidays which are inservice or assessment days, shall be considered regular workdays unless the principal excuses staff early.

a. Opening of School Days

There shall not be less than ~~three~~ **four (3-4)** eight (8) hour inservice days at the beginning of the school year with one-half (1/2) of the time reserved for member work purposes. At least eight (8) hours of member-directed time will be scheduled as consecutive hours on one (1) day. **Member-directed time of less than two (2) consecutive hours will not count towards the required sixteen (16) hours.**

b. Early Release Days/Late Arrival Days

Early release and/or late arrival days for students may be designated by administration. The building principal, in consultation with District leadership, site council and staff at a building, will determine the training priorities for his/her staff on a yearly basis. On early release days, any planned inservice or staff development activities will not start until fifteen (15) minutes after student dismissal. On late arrival days, all activities will end fifteen (15) minutes prior to start of school. These days set in the calendar will be divided monthly so one-half (1/2) of the available days are reserved for member-directed preparation/planning and one-half (1/2) of the available days are District-directed for the purposes of professional learning and training or collaborative planning, preparation, and assessment. This schedule/calendar will be determined by the school principal with no more than two (2) District-directed days being scheduled consecutively unless otherwise scheduled by the building leadership team. In years with an odd number of early release/late arrival days, the extra day will be District-directed.

- i. As long as the District maintains early release/late start time as described in (b) above, Elementary members will receive six (6) non-student days for curriculum and instruction work throughout the school year **and middle school members will receive two (2) days.** These days will be structured accordingly: with three (3) hours reserved for District professional development and four and one-half (4½) hours of member-directed preparation time. One of the curriculum and instruction days shall be scheduled during the month of September.

2. Student Assessment Days

Members shall have one (1) full day per report card for grading and member work purposes. In addition, members shall receive one-half (½) day for each progress report. At the K-8 level, one (1) full day shall be provided at the end of the year for grading and member work purposes. See Article 23.A.

Elementary members (K-5) will receive eight (8) hours of substitute time for assessment purposes each year. The time will be member-directed and can be worked off-site. The time may be taken as a full day or two half days. Members working less than full time will be granted proportionate sub time.

**High School members (9-12) shall have no scheduled meetings during finals week with the exception of emergency meetings related to meeting IDEA deadlines. The District will direct SPED staff to avoid scheduling meetings during the student contact days of final exams week. If a meeting is necessary to meet deadlines or address student needs then it is allowable and members may be required to attend.**

3. School Instruction, Assessment and Professional Learning Fund

The District will allocate no less than seventy-five thousand dollars (\$75,000) annually in additional compensation for members to use as authorized by the school principal following advisory recommendations from the site council.

4. Lunch Time

Members shall receive a continuous thirty (30) minute duty-free lunch period preceded by a five (5) minute duty-free passing time and immediately followed by an additional five (5) minute duty-free passing time.

5. Meetings within the Regular Workday

**The principal/district will provide a calendar to members during the first week of the school year that lists all of the required meetings for the year. On these days, members may be required to work the regular work hours as shown in the Building Staff Handbook, or a member's established modified schedule, rather than their flexible workday. Except in an emergency, any changes to scheduled meetings require five (5) working days' notice to members.**

Meetings at which attendance is required of all members in the building will be scheduled within the eight (8) hour workday and be limited to two (2) per month. However, as long as the District maintains early release/late start time as described in Section A.1.b of this Article, the following shall apply:

K-8: Meetings at which attendance is required of all members in the building will be scheduled within the eight (8) hour workday and be limited to two (2) per month. These meetings may be held in any week in which there is a member-directed early release/late start, with a maximum of two (2) in any month.



9-12: A maximum of one (1) meeting per month requiring all members of the building staff to attend will be held on a regular student instruction day.

6. Activities outside the Regular Workday

- a. The District may assign members up to two (2) evening or afternoon activities involving parent contact, outside the eight (8) hour day. These activities will not be scheduled on the evening prior to a non-work day. Member time will be counted at no less than fifteen (15) minutes before the event begins and no less than fifteen (15) minutes after the event ends. These activities may be up to three (3) hours in length each. Compensation will be in minute-for-minute trade time or pay at a member's daily hourly pay rate. The member elects trade or pay.
- b. Members in their first or second year with the District may be required to attend up to seven (7) events related to an established mentor program (separate from Article 22) and shall be compensated for attendance at their hourly rate.
- c. Members who are authorized by administration and agree to participate in supervisory, professional or instructional responsibilities, other than those described above or those on the extra duty schedule, after the eight (8) hour day, will receive minute-for-minute compensation at the member's daily hourly pay rate.
- d. Members who perform pre-approved curriculum work that is not part of their regular assignment shall be compensated at an hourly rate equal to the BA, Step 1 of the salary schedule. In order for the curriculum rate to apply, curriculum work must be identified as such, offered on a voluntary basis and must be outside of the regular work day. The curriculum rate shall apply to the District-level development of prioritized learning standards, curriculum adoptions, unit plans, and assessments.

7. Conferences with Parents

Building principals, in consultation with staff, will develop a parent conference schedule for the school year. There will be fifteen (15) minutes of break time for each two (2) hours of conferences, time can be combined to create a longer meal break for conferences of four (4) hours or more. The combination of regular workday time and conference time shall not exceed twelve (12) hours per day and forty (40) hours per week. If the number of conferences needed cannot be accommodated within the conference schedule, then, by mutual agreement with his/her administrator, a member may schedule additional conference time at his/her daily hourly rate of pay.

Elementary teachers and Kindergarten members assigned one (1) section will participate in up to four (4) days per year of parent conferences. Full time

kindergarten members assigned to two (2) half-day sections shall receive double the amount of elementary days for conferencing purposes. Middle school teachers will participate in up to four (4) days per year of parent conferences. The District may schedule eight (8) hours of parent conference time at the high school level twice yearly **within the first 9 weeks of a semester**. See Article 23.A.

8. Structure of the Workday

Efforts will be undertaken by administration to elicit staff input regarding changes in the structure of the workday. Any change in the structure of the members' workday will be communicated to the Council at least two (2) months in advance of the implementation.

9. Itinerant Members

Itinerant members shall be defined as any member working in more than one (1) assigned building in the same day. Itinerant members shall work with their administrator(s) or supervisor(s) to establish regular work hours for a consistent eight (8) hour workday. An itinerant member workday shall include travel time appropriate for each required move with no reduction in guaranteed preparation or lunch time. Itinerant members will not be required to work outside of their pre-established eight (8) hour workday.

10. IDEA Meeting Compensation

- a. Notwithstanding Article 24, section A.6.b of this agreement, prior administrative approval will not be necessary in order for a licensed staff member to work up to sixty (60) minutes beyond his or her regular eight (8) hour day when such work is being performed in the context of an IDEA meeting. However, this does not require staff to stay beyond their eight (8) hour day.
- b. Such work beyond the regular day will be deemed authorized when the group attending the IDEA meeting determines that it is in the best interest of participants to continue the IDEA meeting for a period not to exceed sixty (60) minutes instead of having to reschedule the meeting.
- c. Any work performed outside the eight (8) hour day will be compensated at their hourly rate.
- d. Prior administrative approval will still be required to authorize payment for attending an IDEA meeting more than sixty (60) minutes beyond the regular eight (8) hour day.

B. Daily and Weekly Preparation Time

1. Elementary Schools (K-5)

Elementary teachers will receive a minimum of five hundred and twenty-five (525) minutes weekly. Three hundred (300) minutes of that five hundred twenty-five (525) will be member-directed and uninterrupted. Within the five hundred twenty-five (525) minutes, each elementary member will receive a minimum of ~~twenty-five (25)~~ **thirty (30)** minutes preparation time during the student day ~~on the non-early release/late arrival days~~. Blocks of ~~fifteen (15)~~ **thirty (30)** minutes or less during the student day are not to be counted for purposes of meeting the five hundred twenty-five (525) minutes requirement of prep time.

2. Middle Schools (6-7-8)

Middle school teachers will receive a weekly minimum of three hundred (300) minutes (includes planning and preparation activities and conferences) within the member work week and at least one (1) daily uninterrupted prep period during the student school hours. Blocks of fifteen (15) minutes or less during the student day are not to be counted for purposes of meeting the three hundred (300) minutes of prep time. Up to four (4) times per year, scheduling may necessitate the loss of the daily prep period.

3. High Schools

**Beginning with the 2022-2023 school year** ~~For as long as the 2004-05 block schedule is maintained~~, each member will receive a guaranteed daily member-directed, uninterrupted preparation period of eighty-three (83) minutes within the student contact day. For as long as the eighty-three (83) minute schedule is maintained, members may be required to participate in District-assigned meetings/work, for up to one-half of the preparation period, but no more than four (4) times per month. If the ~~2004-05~~ **2022-2023** schedule is changed, in no case shall members receive less than a total of three hundred seventy-five (375) minutes of weekly member-directed, uninterrupted prep time. Part of the three hundred seventy-five (375) minute prep time will consist of at least one (1) daily uninterrupted member-directed prep period of no less than forty (40) to fifty (50) minutes during each student contact day. In the event of a two (2) hour late start due to weather, periods will be no less than thirty-two (32) minutes each. Blocks of fifteen (15) minutes or less are not to be counted for purposes of meeting the minutes of prep time.

4. Extra Duty or Building and District-level Activities

Members who, on occasion, miss all or part of their guaranteed preparation time as a result of activities associated with compensated extra duty assignments shall not be due additional compensation or preparation time.

Members who miss guaranteed preparation time as a result of full day building or District level activities shall not be due additional compensation or preparation time. Members missing preparation time due to partial day activities will ~~be compensated~~ **receive, at the member's discretion, either a minute-for-minute compensation at the member's daily hourly pay rate or an equivalent amount of preparation time** for their loss or provided equivalent preparation time.

5. Members case managing students with disabilities who require an IEP shall have:
  - a. Two (2) hours of case management time per week within the student contact day with no reduction in guaranteed preparation or lunch time at the elementary level. ~~In addition, Resource and Methods Teachers (RMTs), specifically known as special educators with case management responsibilities, will be allocated nine (9) days of paid release per year per 1.0 FTE to support case management.~~ **\*(CONTINGENT UPON AGREEMENT TO LANGUAGE IN ART. 31 SECTION E. 18 c)**
  - b. One (1) class period of case management time per day within the student contact day with no reduction in guaranteed preparation or lunch time at the middle and high school levels.
  - c. Case managers assigned to a Structured Skills Center or Adult Living program will receive case management time as described in Section B.5.a..
  
6. **Upon request**, Section 504 case managers ~~may request accommodations from their administrator~~ **will receive** such as release time **as outlined in the table below** or ~~additions to time worked~~ for the purposes of completing case management responsibilities.

| <b><u>Number of 504 Students</u></b> | <b><u>Release Days</u></b>    |
|--------------------------------------|-------------------------------|
| <b><u>1-6</u></b>                    | <b><u>2 day per year</u></b>  |
| <b><u>7-14</u></b>                   | <b><u>3 days per year</u></b> |
| <b><u>15-23</u></b>                  | <b><u>4 days per year</u></b> |
| <b><u>23 or more</u></b>             | <b><u>5 days per year</u></b> |

C. Workload

1. Elementary and Middle School

Daily student contact time shall not exceed five (5) hours and twenty-five (25) minutes.

2. High School

Daily instruction time shall not exceed three hundred (300) minutes. Members who agree to accept additional instructional time responsibility beyond the daily limit will be compensated at the rate of sixteen point six percent (16.6%) of the member's daily base rate of pay.

3. Duties in Lieu of Teaching

Members may **only** be assigned duties during the student contact day in lieu of a regular teaching assignment, subject to the time limits of this Article. However, members may be assigned duty during assemblies or special schedules for only the duration of the event.

4. Reasonable Schedules **and Workload**

The administration will take efforts to ensure that no member's combined **workload**, instructional and duty schedule is unreasonable (e.g. does not afford opportunity for restroom breaks) and will attempt to resolve satisfactorily concerns which members may raise. Members whose concerns are not satisfied at the school level may appeal for consideration at each administrative level up to and including the Superintendent.

D. Class Size **/Student Load and Caseload** ~~Committee~~

1. The District and ECBC agree that the ~~student-pupil~~ member ratio is an important factor in maintaining quality education and agree to establish a class size/**student load** committee to address concerns from members or administrators regarding class size issues.
2. A member who believes his/her class size/**student load** is excessive compared to other members in the District may discuss the situation with the principal. If not satisfied with the response at this level, the member may discuss the matter with the assistant superintendent and may suggest option(s) for the District's consideration. The member, upon request either to the Association representative or to the assistant superintendent, will have his/her concern addressed by the class size committee within twenty (20) school days of making the request and providing information the committee may require.
3. The Association president shall be provided with a District print-out of class size/**student load** by school and by individual class **and member** by the end of the third full week of school and by the end of the third full week of the second semester of each school year.

4. By the end of the third full week of school each year a class size/student load committee of three (3) members appointed by the Association president and three (3) administrators will meet to review class sizes and student loads, consider options, and select an option to remedy any overload situations, and formulate recommendations to the Superintendent for consideration. The class size/student load committee will meet as necessary to address concerns it receives from members or administrators. The committee will consider the following factors in deciding upon its actions recommendation(s):
- a. The number of students in the class and/or the student load
  - b. School and District class size/student load averages
  - c. The number and characteristics of special need students
  - d. The instructional level of the classroom (e.g. primary, intermediate, etc.)
  - e. The member's professional experience
  - f. The amount of instructional assistant time or specialist assistance provided
  - g. Other factors as suggested by the member

~~(Class size computations for a grade or school shall be made on the ratio of classroom members to students exclusive of specialists. If a school council, however, agrees to increase its level of specialists or otherwise modify its staffing allocation, then such occurrence should be a factor considered in class size discussions by the class size committee.)~~

5. In situations where a class size/student load or a ~~specialist load~~ exceeds the level desirable, the committee will consider recommending the following options:
- a. Transfer/reassignment of students
  - b. Adding certified staff
  - c. Adding Additional instructional assistant time to the classroom(s)
  - d. ~~Development of split classrooms~~
  - e. ~~No changes due to financial/physical space/time limitations~~
  - f. d. Other options mutually agreed to between the members and administrators on the committee
  - g. ~~Capping an individual grade level at a particular school and providing bussing for any additional student(s)~~
  - e. Use of the student contact threshold compensation model as described in section 6.

## 6. Student Contact Threshold Compensation Model

- a. Threshold Compensation Tables :
  - i. Elementary (K-5)

| <u>Position</u>                                      | <u>Class Size Threshold for Overload Pay</u> |
|--|--|
| <b><u>K</u></b>                                      | <b><u>18</u></b>                             |
| <b><u>1-3</u></b>                                    | <b><u>22</u></b>                             |
| <b><u>4-5 (and self-contained middle school)</u></b> | <b><u>26</u></b>                             |
| <b><u>Elementary Specialists</u></b>                 | <b><u>26</u></b>                             |

**ii. Middle School / High School Grades (6-12)**

| <u>Position</u>           | <u>Student contact Threshold for Overload Pay</u> |
|---------------------------|---|
| <b><u>MS Teachers</u></b> | <b><u>140</u></b>                                 |
| <b><u>MS Music/PE</u></b> | <b><u>210</u></b>                                 |
| <b><u>HS Teachers</u></b> | <b><u>160</u></b>                                 |
| <b><u>HS Music/PE</u></b> | <b><u>215</u></b>                                 |

**iii. Overload Pay for Special Education Teachers and Specialists**

| <u>Position</u>  | <u>Student Contact Threshold for Overload Pay</u> |
|--|---|
| <b><u>ERT (Resource) Elementary</u></b>  | <b><u>25 students</u></b>                         |
| <b><u>ERT (Resource) Middle</u></b>  | <b><u>27 students</u></b>                         |
| <b><u>ERT (Resource) High</u></b>  | <b><u>29 students</u></b>                         |
| <b><u>Special Education Teacher for Special Programs (LE2)</u></b>                         | <b><u>6 students</u></b>                          |
| <b><u>Special Education Teacher for Special Programs (PASS, SSC, LE 1: Elementary)</u></b> | <b><u>8 students</u></b>                          |
| <b><u>Special Education Teacher for Special Programs (LE 1: Middle, High)</u></b>          | <b><u>10 students</u></b>                         |

|  |                        |
|--|------------------------|
| <u>Special Education Teacher for ALP</u>                             | <u>20 students</u>     |
| <u>IST</u>   | <u>250 students</u>    |
| <u>Speech and Language Pathologists,<br/>Occupational Therapists</u> | <u>60 students</u>     |
| <u>Physical Therapists</u>   | <u>40 students</u>     |
| <u>Assistive Technology Specialist</u>                               | <u>75 students</u>     |
| <u>Behavior Team</u>   | <u>50 students</u>     |
| <u>A&amp;E Team (SLP, School Psychologist,<br/>Sped Teacher)</u>     | <u>1:1000 students</u> |
| <u>School Counselors</u>   | <u>1:350 students</u>  |

**b. Members shall be compensated based upon the number of students over thresholds listed in tables in D. 3 as a percent of the threshold multiplied by \$2,000.00 for each month that the threshold is exceeded.**

**EXAMPLES**

**Example 1: A 4th grade elementary teacher has a class of 30, which is two over the threshold.**

**$2/28 = 0.0714285714 * \$2,000.00 = \$142.86$  per month that the threshold is exceeded.**

**Example 2: A Speech Language Pathologist has a student contact of 70, which is ten over the threshold.**

**$10/60 = 0.1667 * \$2,000.00 = \$333.33$  per month that the threshold is exceeded.**

**c. Class size/student load calculations will be made by the class size committee by the end of the third full week of school and by the end of the second full week of the 2nd Semester of each school year. Teacher Assistants (TA's) selected by the member are not counted as part of classroom size. Overload pay shall be calculated using the two class size reports described above and paid out evenly over the October-January and February-June months. Members working less than 1.0 FTE shall have their class size/student loads prorated for the purposes of this article.**



E. Teaching Materials

Members shall have the opportunity to provide input to the principal concerning the acquisition and allocation of textbooks, instructional and assessment materials, supplies and equipment, whether through grade level, departmental or instructional team meetings. Instructional materials required to implement a program required by the District will be provided to a member before a member is required to implement the program. The District will provide time during the work day for training in new programs. If the use of technology or technological instruction is required by the District, the District will provide the equipment, software, the time during the work day for training, and technical support necessary to perform the duties. This time shall not reduce guaranteed member-directed prep time.

F. Substituting During Preparation Time

The members may agree to sub during their prep time at their own hourly rate for other teachers on a voluntary basis. Members supervising another teacher's class for the day when a substitute is not available will receive the entire sub pay. If more than one (1) member shares supervisory duties when a substitute is not available, they will share the sub pay.

## ARTICLE 25 SALARY

### A. Schedules

**The 2021-22 salary schedule shall be increased by eight percent (8%) for the 2021-22 salary year as described in Appendix A-1. The 2022-23 salary schedule shall be increased by seven percent (7%) for the 2022-23 salary year as described in Appendix A-2. The 2023-24 salary schedule shall be increased by six percent (6%) for the 2023-24 salary year as described in Appendix A-3.**

The schedule, attached as Appendix A-1, will be for a one hundred ninety-two (192) day contract (one hundred ninety-three (193) day contract for new teachers).

### B. Salary Placement

The District may approve a monetary amount intended to defray the cost for a member to relocate to teach in this District if the member is moving from out of state. All such approvals would be made by the Superintendent/designee.

Speech Pathologists, School Psychologists, Occupational Therapists, Physical Therapists, and any other employees hired by the District in a position that includes Medicaid billing (not including Medicaid admin claiming) shall be placed on the NBPTS column of the salary schedule.

### C. Previous Teaching/Experience Credit

Members newly hired by the District shall be given equal credit for previous teaching experience and education. For purposes of initial salary schedule placement, a year of credit will be granted only if the year of experience was served in one (1) school year for a minimum of one hundred thirty-five (135) days on contract and was at half-time or more. Additionally, a teaching license must have been required to hold the position.

The District may grant additional steps for initial salary placement based on a member's relevant industry or non-teaching employment experience. The Association shall be notified if any new member is placed on a step higher than their corresponding years of teaching or relevant experience.

### D. Step Advancement

1. Members not at maximum salary will be moved one (1) step yearly during the term of this agreement.
2. Step advancement will be granted to those employees who have provided at least ninety (90) working days of service in the preceding school year. FMLA, OFLA, contractual, and other legally protected leaves will count toward the 90 working days.

3. Step advancement on the salary schedule may be withheld by the District for major deficiencies or where a member on a plan of assistance has been determined by the District to be making insufficient progress.

E. Members, either new or returning, may request a meeting with the Human Resources Director and present information as to hours or degrees not counted. If additional hours or degrees are counted, the change in placement will be retroactive only to the start of the current school year.

F. National Board Certification:

Members who complete the National Board Certification process shall be advanced to the farthest right column on the salary schedule. A member who fails to maintain National Board Certification shall be returned to the column reflecting their actual level of educational attainment, effective the pay period following the expiration of Certification. (For a member who does not have a Master's degree, the lowest possible placement will be the BA+45 column with the addition of 18 credits for the NBPTS process; for a teacher with a Master's degree, placement will be Masters plus actual number of credits earned, including 18 credits for NBPTS.)

G. Public Employees Retirement System (PERS)

The District will pick up and assume each member's six percent (6%) share of their contribution to the Public Employees Retirement System, in accordance with ORS Chapters 238 and 238A. It is recognized by the District and the Association that the salary schedules have been reduced to reflect the District's annual contribution to the Public Employees Retirement System on behalf of each member. It shall be understood that at such time as it is no longer legal for the District to make such contributions, or at such time as the District and the Association agree to discontinue the PERS "pick-up" the salary schedule will be increased by six percent (6%) minus associated payroll costs. **The full amount of the member's required contributions paid by the District to PERS on behalf of employees shall be considered "salary" within the meaning of ORS 238.005(26)(a) and ORS 238A.005(17)(b)(F) for the purpose of computing "final average salary" within the meaning of ORS 238.005(9) and ORS 238A.130, but shall not be considered "salary" for the purpose of determining the amount of required employee contributions. Pursuant to ORS 238A.335(2)(a) and through the term of this Agreement, the parties agree that employee compensation has been reduced in order to generate the funds needed to make these employee contributions; the employer will file any required notices with the Public Employees Retirement Board.**

H. Salary Advancement

1. Movement across the salary schedule will be based on college credit hours earned subsequent to the bachelor's degree and approved in writing by the school administrator and Executive Director of Human Resources prior to enrollment in the course.
2. In order to be approved for salary advancement the course must have application to the member's assignments, licensure, or support the member's professional

growth goal(s) or the District's or school's goals. Any course(s) that a member is taking for salary advancement must be pre-approved.

3. The college credit hours must be at the graduate level taken for credit and a grade (not for pass/no pass unless a practicum course) unless otherwise approved by the District. However, a member may choose a pass/no pass option for foreign language and/or computer courses at the graduate or undergraduate level.
4. It is the member's obligation to request advancement from the human resources office, in writing, when they believe sufficient credit hours have been earned to qualify for it. The member is responsible for providing a current transcript, or grade slips, documenting the earned credit hours. Credit hours earned during paid contract time may be used for salary advancement purposes.
5. For purposes of movement on the salary schedule, previously approved college credit hours earned by the end of summer term shall apply, effective the beginning of the next school year, with proof of successful course completion to be received by September 10. Previously approved Credit hours earned between September 1 and January 1 of a school year shall be effective on January 1 of that school year on a pro-rata basis with proof of successful course completion to be received by January 10.

**Black, Indigenous, People of Color (BIPOC) advancement.**

ARTICLE 29  
INSURANCE

- A. The District's contribution for member insurance benefits shall be **one thousand three hundred seventy five dollars (\$1375) per month per eligible member for 2021-22, one thousand four hundred twenty five dollars (\$1425) per month per eligible member for 2022-23, and one thousand five hundred dollars (\$1500) per month per eligible member for 2023-24.**

In addition to the premium contributions stated above, the District will make an annual contribution of ~~one~~ **two** hundred dollars (~~\$100~~ **\$200**) to the qualified Section 125 account of each member who establishes a qualified account during open enrollment. The contribution will be made by October 1 of each year and will not be subject to the proration specified in Article 29, section E. The member may draw on this account as reimbursement for any qualified medical expense. Any of the District contributed unspent funds remaining in a member's Section 125 account shall revert to the District in accordance with the Section 125 rules/regulations.

- B. Payroll deductions will be available for member insurance premium contributions over the stated District obligation in Section A.
- C. The insurance plans offered to members shall be selected by the Association.
- D. The District will continue to offer the following:
1. Term Life Insurance: Fifty thousand dollar (\$50,000) policy.
  2. Accidental Death/Dismemberment: Fifty thousand dollar (\$50,000) policy.
  3. Long Term Disability Insurance: Standard Insurance: Monthly benefit up to sixty percent (60%) of the employee's basic monthly earnings to a maximum of eight thousand dollars (\$8000) per month.
  - 4. An Employee Assistance Program.**
  - 45.** Additional spouse and dependent coverage will be offered at the employees' expense.

Unless unavailable, information on plan options shall be provided to all members thirty (30) days prior to when the open enrollment period begins.

- E. The District shall contribute a portion of the insurance premium for members who are scheduled to work more than sixteen (16) hours, (.4 FTE) per week but less than full-time. The District's contribution shall be prorated based on the normal full-time workweek. Members who work less than .4 FTE will have the District's contribution prorated if they elect to participate in the insurance program. When two (2) members are spouses or domestic partners, they may combine their insurance benefit dollars toward the premium costs of health, dental, vision, and life and Accidental Death and Dismemberment benefits. Members will pay the Long Term Disability (LTD) premiums.

- F. The District's contribution for medical, vision, dental and life insurance benefits shall be pooled. Members opting for medical, dental, and vision insurance whose premiums exceed the cap will have the excess premium cost benefits provided in this Article covered by the insurance pool to the extent available. Long Term Disability premiums will not be part of the pool.
- G. An insurance pool will be established. No District insurance contributions shall be considered "unused" for purposes of the OEGB until distribution of benefits has occurred as described in this section. The pool amount will be the total FTE of the membership times the employer's contribution for that school year. The pooling payment formula will be established each year during the month of September. If insurance coverage adjustments during the school year exceed the total yearly contribution by the District, the difference will be covered by the District so as not to alter the pool after the beginning of the school year. Each year before excess dollar amount is calculated and refunds are issued, such dollars resulting from mid-year coverage adjustments will be deducted from excess pool dollars. Mid-year adjustments will not result in any change in pool allocation to members for insurance premiums from that allocation made the previous September.

If unused pooled insurance dollars exceed fifty dollars (\$50.00) per eligible member annually, for those eligible to receive a refund, the excess dollars in the pool will be returned to the members each year who did not receive pool contributions. This refund will be made during the month of June. Payments will be prorated by FTE to these members. If no refund of unused dollars is made, the remaining dollars will be carried over to the next year's pool.

If the pool does not cover the cost of the insurance premiums each month, payroll deductions will be made to pay the excess cost according to the following formula:

$$\frac{\text{Excess dollars in pool}}{\text{Excess insurance cost}} = \% \text{ of excess cost paid by pool}$$

Example: A member's monthly medical insurance premiums exceed the employer's monthly contribution limit by fifty dollars (\$50.00). If the percentage paid by the insurance pool equals sixty percent (60%), multiply fifty dollars (\$50.00) by .60 to find out how much of the fifty dollars (\$50.00) will be paid by the pool each month. In this example, the pool would pay thirty dollars (\$30.00) each month and twenty dollars (\$20.00) would be payroll deducted.

The surviving spouse or dependent of a member who dies during the period of this agreement may continue the insurance coverage for the life of this agreement at the cost of the survivor(s) subject to the provisions of the carrier and/or COBRA regulations.

- H. The District shall give access to, and information about, the District-offered 125 Plan, including dependent child care and adult day care, to all members at the time of the annual enrollment period. The plan shall allow for payment of out-of-pocket medical, vision and dental insurance premium costs from pre-tax dollars to the full extent allowed by law. The District, with minimum participation (during the enrollment period) of at least twelve (12) members, agrees to extend this 125 Plan to include dependent child care and adult day care. Members exercising this additional provision may be charged fees in excess of three dollars (\$3.00) per month for this service. The selection of the firm

responsible for managing these additional Section 125 accounts will be determined by the District.

- I. The parties acknowledge the passage of the Consolidated Omnibus Budget Reconciliation Act (COBRA) (Public Law 99-272, Title X) which requires that most employers sponsoring group health plans offer members and their families the opportunity for a temporary extension of health coverage at group rates in certain instances where coverage under the plan would otherwise end. As required by COBRA, specific notice of member and family rights and obligations will be communicated directly to the members.
- J. Eligibility as a family member for purposes of insurance coverage will be determined by use of carrier definitions, to include domestic partners. Members will bear any additional cost as may be required by IRS regulations for coverage under this provision.
- K. Retirees are able to participate in District medical, vision and/or dental insurance as per the provisions in Article 30.
- L. Oregon Employers Benefit Board
  - 1. In the event of a transition from the statewide insurance pool, the following provisions of this Agreement shall not alter:
    - a. The level of the District's insurance contribution;
    - b. Any employee insurance eligibility standard;
    - c. Any local (in-District) pooling arrangements; or
    - d. The type of insurance coverage currently provided.
  - 2. Until the new plans are in effect, the District shall maintain status quo and the level of benefits defined in this Agreement. Any additional expenses incurred due to interim insurance coverage shall be covered by the District.
- M. Exploratory Insurance Committee

The parties shall create an insurance committee to explore alternatives to the insurance models currently in place. The committee shall consist of six (6) persons, three (3) to be appointed by the District and three (3) to be appointed by the GBEA Executive Council. The committee must mutually agree on any recommendations to be forwarded to the respective bargaining teams. To be considered for implementation, recommendations shall be provided to the Council and the District bargaining teams by spring break of any given year of the current contract term. When issues specifically impact classified employees, the Classified Association will be invited to send representatives to participate in discussions.

## ARTICLE 30 RETIREMENT

### A. Terms

When a member retires under the provisions of PERS with at least fifteen (15) consecutive years of service to the District, the District shall offer the option of an early retirement program which provides a monthly payment of seven hundred eighty dollars (\$780), for a maximum period of forty-eight (48) months, or six hundred twenty-four dollars (\$624) for sixty (60) months. As an alternative to the stipend provided, a member who is eligible to retire may take the retirement benefit as one lump sum of up to thirty-five thousand (\$35,000), as selected by the member, in accordance with the following conditions:

1. The member must be retired and receiving benefits under the Oregon Public Employee Retirement System.
2. Monthly retirement payments shall be terminated as of the end of the calendar month in which the retired member dies, first qualifies for Medicare, or when a total of forty-eight (48) or sixty (60) payments have been made, whichever comes first.
3. A member planning to take retirement under this Article must give notice thereof to the Executive Director of Human Resources at least sixty (60) calendar days prior to their retirement date.

### B. Insurance

The member, subject to insurance carrier approval, who elects to participate in District medical, vision and/or dental insurance, will have their stipend reduced to cover the expense of the chosen insurance for the member, spouse, and/or family members or domestic partner. Members who elect to take the one time payout are not eligible for this benefit. Premium costs that exceed the monthly stipend amount shall be payable to the District payroll office by the 10<sup>th</sup> of each month for coverage effective the first of the following month, or the member may pay the full amount of the annual premium in a single check on or before October 10<sup>th</sup> each year. After their retirement stipend has ended, a member may continue to participate at their expense in District medical, vision and/or dental insurance until the member reaches age sixty-five (65) or qualifies for Federal Social Security Medicare coverage whichever is earlier. During and after the stipend period, the member may select the plan(s) and types of coverages from among those provided to active members, subject to carrier provisions (once a particular type of coverage is dropped, i.e., medical, it is not possible to re-enroll at a later date).

### C. Payments

Payments will be made to the member for forty-eight (48) or sixty (60) consecutive months starting in the month immediately following the last day of employment prior to retirement.

### D. New Members

Unit members beginning regular employment after June 30, ~~1999~~ 2004, will not be eligible to receive the benefits of ~~this Article~~ sections A through C.



E. OPSRP Retirement

**Regardless of hiring date,** ~~At~~ the time of their retirement, the District will pay **OPSRP members** ~~to the member~~ an additional check worth the number of days of their accumulated, unused sick leave days, valued at \$45 per leave day, up to a maximum of \$10,000 ~~for employees retiring under OPSRP.~~

## ARTICLE 31 EXTRA-DUTY COMPENSATION

### A. Definition of Extra Duty

Extra duty is work or responsibilities performed by a member for authorized tasks outside of or in addition to the individual's teaching assignment. The responsibility must take place outside of the member's instructional time or extend beyond the regular workday.

### B. Extra Duty Hiring

All extra duty positions will be posted according to the guidelines outlined in Article 10.B. Qualified members, or incoming members, who apply for an extra-duty position, shall be granted interviews.

Should the District need to replace a member unable to complete an extra duty position, the District may employ a replacement temporarily in the position while undertaking the recruitment and selections procedures.

### C. Placement

1. Members in the District will be placed at the appropriate level according to their experience in that position.
2. Members new to the District who have out-of-District experience in an equivalent extra-duty position will generally be placed at year 1. However, the building principal may use their discretion in making a placement at a higher level for members new to the District or members advancing from assistant to head positions.

### D. Maintenance of Standards

The District and Council agree to bargain over the pay rate if any significant changes are proposed in duty responsibilities. The District agrees not to create or fund new types of positions without notifying the Council and bargaining upon demand over compensation. If no agreement is reached in an initial bargaining session, the District may post and fill the position but any agreement then bargained, other than the District's initial proposal, will be retroactive to the start of the position.

### E. Pay Classes

The extra-duty pay shall be the percentage of the appropriate base (BA-1) salary for each year of the agreement (in years with more than one salary schedule extra-duty will be paid at the highest base salary). In this section of the contract, "extended contract days" refers to work done at a member's daily rate of pay.

1. Drivers Education - Increase the same percent as salary increase.

2. Summer School Work - Summer school instructors will be paid their own hourly rate for each hour of instruction, plus one-half (1/2) hour per summer school block taught for preparation. They will also be paid at the same rate for any summer school duty assigned.
3. Department Chair Compensation
  - a. Building principals may use discretion for level placement taking into consideration present assignment, experience, and building needs.
  - b. Department chairpersons who do curriculum work on curriculum renewal after the regular contract day will be paid the curriculum rate with prior administrative approval.
  - c. High School department chairpersons, other than the counseling chairpersons, will receive forty (40) hours of extended contract time at their hourly rate by submitting additions to time worked. An additional forty (40) hours may be granted with prior administrative approval.
  - d. Activity directors will receive up to ten (10) extended contract days during the summer at mutually agreeable times with prior administrative approval.
  - e. Counseling department chairpersons and high school athletic directors will receive up to twenty (20) extended contract days for work in the summer for the days following the end of the school year and preceding the opening of the school year with prior administrative approval.
  - f. Media chairpersons will receive up to ten (10) extended contract days during the summer at mutually agreeable times with prior administrative approval. Media chairpersons responsible for the building textbook depository will receive three (3) extra extended contract days during the summer at mutually agreeable times.
  - g. Department Chairpersons will be assigned to a preparation period in addition to their regular contractual preparation period.

**4. Teacher Leaders Elementary (three positions per school building representing primary, intermediate and specialists)**

- a. **Term of position shall be two consecutive years, individuals may reapply at the conclusion of the term.**
- b. **Qualified candidates must be approved by building leadership team.**
- c. **Extra Duty contract position- Level G**

**4.5.** Weight Room Monitor: \$20.00 per hour

**5.6.** High School Dance Chaperones: \$50.00 per event

**6.7.** Building Level PBIS Team Leader: 18 hours at their hourly rate with prior administrative approval.

**7.8.** Rooter Bus Chaperones: \$20.00 per hour (travel time)

**8-9.** Career-Technical Education Advisory Committee (024 license/program review): If meetings occur outside the contract day, committee members will be paid at their individual hourly rate.

- ~~9-10.~~ After Teacher Workday Detention, and Saturday School: \$20.00 per hour, or hour-for-hour compensatory time off to be used in the same year in which it was earned. Three hundred thirty (330) minutes of comp time must be earned for a full day off.
- ~~40-11.~~ Facility Monitor: Minimum wage
- ~~44-12.~~ Middle school athletic directors will receive up to ten (10) extended contract days annually at mutually agreeable times with prior administrative approval.
- ~~42-13.~~ Technical coordinators at the middle school and elementary schools will receive up to five (5) extended contract days during the summer at mutually agreeable times with prior administrative approval.
- ~~43-14.~~ High school technology coordinators will receive up to ten (10) extended contract days during the summer at mutually agreeable times with prior administrative approval.
- ~~44-15.~~ Middle School Wednesday School Supervision: \$20 per hour, or hour-for-hour compensatory time off to be used in accordance with Section F.
- ~~45-16.~~ Middle School OST Coordinator: \$25 per hour
- 17. Committee Participants (PBIS, Building Leadership, Site Council, AVID, and other building level committees) shall be paid Extra Duty Contract Position - Level K.**
- ~~46-18.~~ Specialty Assignments Stipend
- a. Dual Language Immersion (DLI) teachers **will receive a stipend equivalent to 8% of Step BA1 on the Licensed Salary Schedule. The stipend is specifically provided for curriculum development, translation and additional assessment required for the teacher's delivery of core content instruction in the partner language and** will be given three (3) additional days of pay at the member's daily rate prior to the start of the school year for curriculum planning, collaboration, and the coordination of assessments in cooperation with the building administrator.
  - b. All certified special education members working as certified special education staff including Certified Special Education Teachers, Speech Pathologists, Occupational Therapists, Physical Therapists, IST, Special Education Teacher on Special Assignment, Assessment and Evaluation Team and Behavior Team Members will be given three (3) additional days at the member's daily rate prior to the start of the school year.
  - c. **All certified special education staff will receive a stipend equivalent to 10% of Step BA1 on the Licensed Salary Schedule or choose up to ten (10) days of release time. This stipend or release time is specifically provided in recognition of the time spent meeting legal and programmatic requirements and preparing paperwork. Certified Special Education Staff includes Certified Special Education Teachers,**

**Speech Pathologists, Occupational Therapists, Physical Therapists, IST, Special Education Teacher on Special Assignment, Assessment and Evaluation Team and Behavior Team Members.**

- d. An elementary general education classroom teacher who has been assigned to teach a blended classroom of two grade levels, is entitled to a stipend of 8% of Step BA1. Classroom teachers will also receive 1 additional prep period per day excluding late start/arrival days.**

F. Other duties not otherwise specified elsewhere in the contract

1. Members who voluntarily agree to perform an otherwise non-compensated duty outside of the student contact day will be compensated by comp time or by minute-for-minute pay at the member's hourly rate at the member's choice.
2. Each member may earn two (2) days of comp time per semester (first half or second half of school year).
3. Three hundred thirty (330) minutes of comp time earns a comp day.
4. A member may use two (2) comp days in any back-to-back combination with a weekend and/or holiday with the exception that comp time is not to be used in conjunction with Thanksgiving, winter or spring breaks. Unless the District approves, a member may not use a comp day or days back-to-back with personal business leave or professional leave to extend time away from the building.
5. No more than one (1) day (three hundred thirty (330) minutes) may be carried over into the next semester, including a carry-over from semester two (2) into semester one (1) of the following year.
6. Comp time which is identified by the member to be carried over from one semester to the next so that it can be used only for time off, not pay, must be so used by the member in that next semester. Such carried-over comp time which is then not used for time off by the member is then forfeited by the member for comp and pay.
7. A member must notify the appropriate secretary, upon the earning of time as per F.1, whether the minutes are to be credited for comp use or for pay. Unless the member so notifies the secretary, pay will be granted for such work.
8. A member who chooses pay in lieu of comp time will be paid the month following the month the comp time was earned.  
  
Payment earned will be included in the regular paycheck unless work is performed too late to be included in the June payroll.
9. The District will make Saturday School, Wednesday School Supervision, and After Teacher Workday Detention available in this manner:
  - a. Such work will be made available to members prior to classified employees or others.

- b. The District will make the work available on an equal-access basis so that all interested members have the same voluntary opportunity to sign up for the work. The sign-up is voluntary.
- c. As long as the provisions of Section 9.b are met, there is no restriction on the amount of pay an individual can earn, only a cap of not more than two days of comp. time accrual per individual per semester (as per F.1).

10. Contingent

The agreement made herein by the members is contingent upon the availability of type and amount of comp. time work as described in this section. If, because of funding considerations, the comp time opportunities of Saturday School, After Teacher Workday Detention, Wednesday School Supervision, and Extended School Supervision are altered or decreased, then the District, upon request from the Association, agrees to discuss how equivalent comp time opportunities will be arranged.

| <b>Pay Classes</b> | <b>Position</b>                      | <b>Years in Position</b> | <b>% of Base</b> | <b>Additional Compensation</b>   |
|--------------------|--------------------------------------|--------------------------|------------------|--|
| AA                 | Activities Director                  | 1-4                      | 18               | Not less than two daily release periods                                      |
|                    | Athletic Director                    | 5-7                      | 19               |  |
|                    |                                      | 8+                       | 20               |  |
| A                  | Head Basketball                      | 1-4                      | 15               |  |
|                    | Head Drama                           | 5-7                      | 16               |  |
|                    | Head Football                        | 8+                       | 17               |  |
|                    | Head Forensics                       |                          |                  |  |
|                    | Head Instrumental                    |                          |                  |  |
|                    | Head Cheer Advisor                   |                          |                  |  |
|                    | Head Dance                           |                          |                  |  |
| B                  | Head Baseball                        | 1-4                      | 14               |  |
|                    | Head Soccer                          | 5-7                      | 15               |  |
|                    | Head Softball                        | 8+                       | 16               |  |
|                    | Head Track                           |                          |                  |  |
|                    | Head Volleyball                      |                          |                  |  |
|                    | Head Wrestling                       |                          |                  |  |
|                    |                                      |                          |                  | One daily release period and may coach one season at principal's discretion. |
| C                  | Head Swimming                        | 1-4                      | 13               |  |
|                    |                                      | 5-7                      | 14               |  |
|                    |                                      | 8+                       | 15               |  |
| D                  | Assistant Head Track                 | 1-4                      | 12               |  |
|                    | Head Cross Country                   | 5-7                      | 13               |  |
|                    | Head Water Polo                      | 8+                       | 14               |  |
|                    | Athletic Director (GRMS, CCMS, DMMS) |                          |                  |  |
|                    |                                      |                          |                  | One daily release period and may coach one season at principal's discretion. |
| E                  | Assistant Basketball                 | 1-4                      | 10               |  |
|                    | Assistant Football                   | 5-7                      | 11               |  |
|                    | Assistant Instrumental Music         | 8+                       | 12               |  |
|                    | Head Vocal                           |                          |                  |  |

|  |  |     |    |   |
|--|--|-----|----|---|
| F  | Activities Coordinator (STHS)                        | 1-4 | 9  |   |
|  | Assistant Baseball                                   | 5-7 | 10 |   |
|  | Assistant Dance                                      | 8+  | 11 |   |
|  | Assistant Forensics                                  |     |    |   |
|  | Assistant Soccer                                     |     |    |   |
|  | Assistant Softball                                   |     |    |   |
|  | Assistant Swimming                                   |     |    |   |
|  | Assistant Track                                      |     |    |   |
|  | Assistant Volleyball                                 |     |    |   |
|  | Assistant Wrestling                                  |     |    |   |
|  | Head Ski   |     |    |   |
|  | Head Tennis  |     |    |   |
|  | JV Cheer Advisor                                     |     |    |   |
|  | Production Photo Advisor                             |     |    |   |
| School Paper   |  |     |    |   |
| Yearbook Advisor   |  |     |    |   |
| Athletic Director (WOMS, DMS)                                  |  |     |    |   |
|  |  |     |    |   |
| G  | Assistant Vocal                                      | 1-4 | 8  |   |
|  | Assistant Water Polo                                 | 5-7 | 9  |   |
|  | Freshman Cheer Advisor                               | 8+  | 10 |   |
|  | Head Golf  |     |    |   |
|  | Link Advisors  |     |    |   |
|  | Skills USA Advisor                                   |     |    |   |
|  | DECA Advisor   |     |    |   |
|  | Auto Skills Advisor                                  |     |    |   |
|  | HOSA Advisor   |     |    |   |
|  | MEChA Advisor  |     |    |   |
|  | Team Leaders MS                                      |     |    |   |
|  | Trainer (per season)                                 |     |    |   |
|  |  |     |    |   |
| H  | Color Guard  | 1-4 | 6  |   |
|  | Rally Coordinator                                    | 5-7 | 7  |   |
|  | High School Technology Coordinator<br>(per building) | 8+  | 8  | One daily release<br>period   |
|  |  |     |    |   |
|  | Bus Duty MS/ES                                       |     | 7  |   |
|  | Club Sport Coach (STHS)                              |     |    |   |
| Coach MS   |  |     |    |   |
| Driver Ed Coordinator  |  |     |    |   |
| Assistant Coach MS<br>(Football, Gymnastics, Wrestling, Track) |  |     | 6  |   |
| Instrumental Music MS  |  |     | 6  | Plus 3% for each<br>additional building<br>site where two<br>programs per year<br>occur |
| Vocal Music MS/ES  |  |     |    |   |



|   |  |                  |             |  |
|---|--|------------------|-------------|--|
|   | MS/ES Technical Coordinator<br>(per building)  |                  | 7           | One daily release<br>period  |
| I | Assistant Drama Director<br>Key Club Advisor<br>Mock Trial<br>National Honor Society<br>Small High School Newspaper/Yearbook<br>Youth Legislature<br>Youth Presidential Convention | 1-4<br>5-7<br>8+ | 4<br>5<br>6 |  |
|   | OST Teacher (per 54 hour session)  |                  | 4.5         |  |
|   | Drama MS/ES<br>Journalism MS/ES<br>School Store MS/ES<br>Speech MS/ES<br>Student Council MS/ES<br>Yearbook MS/ES   |                  | 4           |  |
| J | Outdoor School (6-day Program)   |                  | 3           | If a member is<br>required to work on<br>a non-contract day,<br>they shall be paid<br>for one (1) day or<br>provided one (1)<br>release day at the<br>member's choice. |
|   | Asst. Driver's Ed Coordinator<br>Curriculum Coordinator MS/ES<br>Marching Band, Drill and Flag MS<br><br>OST Teacher (per 36-hour session)   |                  |             |  |
| K | Outdoor School (3-day Program)   |                  | 2           | If a member is<br>required to work on<br>a non-contract day,<br>they shall be paid<br>for one (1) day or<br>provided one (1)<br>release day at the<br>member's choice. |

|   |   |                  |             |  |
|---|---|------------------|-------------|--|
|   | Chess<br>Choreographer<br>Costume Coordinator<br>High School Class Advisors<br>Student Senate MS/ES |                  |             |  |
| L | Musical Productions   |                  | 25          | Percentage represents allocation per building, to be dispersed at discretion of principal in relation to duties of individuals and size and scope of program |
| M | HS Department Chair   |                  |             | A preparation period in addition to their regular contractual preparation period.<br><br>Additional compensation described in Section E.3                    |
| N | Media Chair   | 1-4<br>5-7<br>8+ | 4<br>5<br>6 | Additional compensation described in Section E.3   |

Scouting

A coach who is on an authorized scouting trip will be reimbursed at the IRS rate for mileage. Coaches will also be fully reimbursed for meals and lodging.

Extended Season

The coaches listed below will be paid a weekly stipend beginning the first Monday that their team and/or individual team members participate in any authorized extended season through state level competition. For team coaches, the rate of pay will be based on 7% of the member's personal extra duty pay for that assignment for extended weeks 1, 2 and 3 and will increase to 9.5% for extended week 4 and subsequent extended weeks. For coaches and advisors of individual team members, the rate of pay will be based on 5% of the member's personal extra duty pay for that assignment for each week of the extended season. Assistants will be identified prior to the last

game of league play for purposes of extended season pay. Non-athletic coaches/advisors involved in post-season athletic events beyond the contract day will be paid an additional stipend of \$50.00 per evening. The building principal and Athletic Director will advise the extended season coach of the number of assistants they can include for such pay.

For coaches/advisors of teams that qualify for authorized national competitions the rate of pay will be a total of 15% of the member's extra duty pay for that portion of their assignment.

See chart on following page.

|                    | Head | Asst. | Asst. | Asst. | Asst. | Asst. | Ind. Event |
|--------------------|------|-------|-------|-------|-------|-------|------------|
| Football           | x    | x     | x     | x     | x     | x     |            |
| Boys Soccer        | x    | x     |       |       |       |       |            |
| Girls Soccer       | x    | x     |       |       |       |       |            |
| Volleyball         | x    | x     |       |       |       |       |            |
| Water Polo - Girls | x    |       |       |       |       |       |            |
| Water Polo - Boys  | x    |       |       |       |       |       |            |
| Cross Country      | x    |       |       |       |       |       |            |
| Boys Basketball    | x    | x     |       |       |       |       |            |
| Girls Basketball   | x    | x     |       |       |       |       |            |
| Wrestling          | x    | x     |       |       |       |       |            |
| Skiing             | x    |       |       |       |       |       |            |
| Swimming           | x    |       |       |       |       |       |            |
| Track              | x    |       |       |       |       |       | x          |
| Golf               | x    |       |       |       |       |       |            |
| Tennis             | x    |       |       |       |       |       |            |
| Baseball           | x    | x     |       |       |       |       |            |
| Softball           | x    | x     |       |       |       |       |            |
| Speech             | x    |       |       |       |       |       |            |
| Mock Trial         | x    |       |       |       |       |       |            |

ARTICLE 34  
TERM OF AGREEMENT

- A. Upon ratification this Agreement shall be retroactive to July 1, 2020~~1~~ and shall be binding upon the Board, the Council, and their members, and shall remain in full force and effect through June 30, 2024~~4~~.
- B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Council, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Board's direction and control, subject to any bargaining required by law.
- C. This Agreement shall automatically be renewed from year to year and shall be binding for additional periods of one (1) year unless either the Board or the Council gives written notice to the other not later than December 31 prior to the expiration of the Agreement of its desire to modify the Agreement for a successive term or to terminate the Agreement.

**APPENDIX C.**  
**COVID 19 AND AIRBORNE VIRUS ISSUES**

To be added